

ULSTER COUNTY RESOURCE RECOVERY AGENCY

RESOLUTION NO. 2612

RE: Authorizing the Appointment of the Executive Director and Approving the Executive Director's Employment Agreement

WHEREAS, the Ulster County Resource Recovery Agency (the "Agency") is engaged in Solid Waste Management and Recycling in Ulster County, and

WHEREAS, the Ulster County Resource Recovery Agency (the "Agency") requires the service of experienced management in connection with the conduct of affairs including the carrying out the Solid Waste Management Plan, and

WHEREAS, the Agency has conducted an extensive interview process and review and analysis of requirements for the position of Executive Director, and

WHEREAS, it is the intention to hire a new Executive Director and approve his employment agreement, and

WHEREAS, the Agency held a public meeting on January 29, 2024, and at said meeting the Agency Board approved the hiring of Marc Rider as Executive Director of the Agency,

NOW, THEREFORE, BE IT

RESOLVED, that Ulster County Resource Recovery Agency hereby approves the appointment of Marc Rider as Executive Director of the Agency, and be it

FURTHER RESOLVED, that the Employment Agreement of the Executive Director, Marc Rider, attached hereto, shall be approved, and be it

FURTHER RESOLVED, that the Agency staff is hereby authorized to take all steps necessary to implement same, and be it

FURTHER RESOLVED, that this Resolution shall take effect immediately.

Moved by: _____ Seconded by: _____

Vote: Ayes: _____ Nays: _____ Absent: _____

Date: February 29, 2024

Financial Impact: \$160,000.00

EMPLOYMENT AGREEMENT

This Employment Agreement (this "Agreement"), dated as of January 29, 2024 is entered into by and between the **Ulster County Resource Recovery Agency**, 999 Flatbush Road, Kingston, New York 12401, (the "Employer"), and **Marc Rider**, 7 DuBoise Lane, New Paltz, New York 12561 ("Employee").

WHEREAS, Employer deems Employee's services and experiences useful and necessary; and

WHEREAS, Employee is willing to provide his services and experiences as an employee of Employer on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. **Employment.** Employer hereby engages Employee, and Employee hereby accepts such engagement, upon the terms and conditions set forth herein.

2. **Duties.** Employee is engaged in the position of Executive Director. Employee shall perform faithfully and diligently the duties customarily performed by persons in the position for which Employee is engaged and such other duties as the Board of Directors of Employer shall designate to Employee from time to time. Employee shall devote Employee's full business time and efforts to the rendition of such services and to the performance of such duties as are set forth herein, and shall at all times be in compliance with, and ensure that Employer is in compliance with, any and all laws, rules and regulations applicable to Employer or its business. See Schedule "A" attached hereto for the job description.

3. **Compensation.** The Employee shall be paid an annual salary of \$160,000.00 for the above work for the remainder of 2024. Salary for subsequent years shall be adjusted by the Board of Directors effective January 1, 2025 and each subsequent January 1st thereafter, based upon the annual evaluation by the full membership of the UCRRA Board of Directors of the Employee's performance.

4. **Fringe Benefits.** 4.1 **Vehicle** If the Employee uses his personal vehicle for execution of his duties for the Employer, mileage will be paid at the current IRS rate. The vehicle is to be used in accordance with the Agency's Personnel Manual and the

Employee will be taxed on its use in accordance with IRS rules and regulations.

In addition, the Agency will provide an office based vehicle as needed for business use not generally for personal use after hours with the exception of instances where Employee travels for Agency business early in the day "before 7:00 a.m." or late at night "after 8:00 p.m.". Documentation for such instances can be made by notations on Employee's official calendar. This office based vehicle should be used in preference to a personal vehicle for Agency related activities.

4.2 The Agency will provide Employee with an Agency phone at Employee's option with appropriate plan at Agency's expense.

4.3 **Membership Fees.** As part of the Employee's compensation, the Employer will pay for the Employee's expenses to attend professional conferences and seminars relating to solid waste/recycling and continuing professional education. Any fees related to professional certifications will be reimbursed or paid by the Employer to maintain these certifications. Travel for such professional training will be restricted to within 500 miles of the Agency.

4.4 **Insurance.** The Employee shall receive fully paid family (or lesser plan) with domestic partner Major Medical and Hospitalization Insurance coverage, under the Employer's Health Insurance Plan. The Employee shall be required to pay 10% premium cost share for said coverage. The Employee shall also receive all other benefits, including family (or lesser plan) with domestic partner dental and vision insurance coverage, and sick leave, offered to the Employer's Administrative Employees. If the employee opts out of insurance coverage, the employee shall receive a buy out in accordance with the Agency's personnel manual.

4.5 **New York State Retirement and Vacation.** The Employee shall also receive retirement under the New York State Retirement Plan and 4 weeks paid vacation per year.

4.6 **Accumulation.** The fringe benefits described in this paragraph accrues on an annual basis and will be construed pursuant to the Agency's Personnel Manual. The accumulated time for sick and vacation time is based on the Personnel Manual and is the same for all other Employees.

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5. Term. The term of this Agreement shall be for a period of three years, commencing on ~~April~~ ^{March}, 2024, unless sooner terminated in accordance with the provisions hereof.

At the end of the agreement, the parties shall discuss the option of extending this agreement on terms mutually agreed.

Notice of Resignation by the Employee must be submitted in writing to the Chair of the Board of Directors 60 days in advance of the Employee's final day of employment.

6. Termination. **6.1 Termination Without Cause.** The Agency may terminate this Agreement without cause upon not less than 30 days' prior written notice delivered to the Employee. The death of Employee shall automatically terminate this Agreement. Notwithstanding the above, the Employee shall serve at the pleasure of the Agency Board of Directors, and may be removed by the action of a majority of the Agency Board. The Employee is entitled to receive 6 months' severance pay upon termination, paid in 13 pay periods exclusive of any retirement or other benefits, except that medical benefits shall be continued for the 6 month period. The Employee shall not be entitled to such severance pay if he is removed for cause or Employee terminates employment without cause.

6.2 Termination With Cause. Employer shall have the right to terminate this Agreement, in its sole discretion, upon the occurrence of any one of the following events:

(a) Employee fails to perform faithfully, diligently and expeditiously the duties of Employee's employment under this Agreement, and a reasonable period of time (which shall, in no event, exceed thirty (30) days from issuance of written notice by Employer to Employee thereof specifying in reasonable detail the nature of the default) passes without cure. Performance by Employee shall be determined by Employer in its discretion, applying standards customarily applied in industry; or

(b) Employee is disabled, mentally or physically or both, for three (3) or more consecutive months (as used in this Paragraph 6, "disabled" shall be shown by the inability of Employee to diligently and expeditiously perform Employee's ordinary functions and duties on a full-time basis in accordance with the provisions of this Agreement); or

(c) Employee engages in any conduct which, in the sole discretion of Employer, is unethical, illegal or which otherwise

brings notoriety to Employer or has an adverse effect on the name or public image of Employer; or

(d) Employee is declared of unsound mind by an order of court, commits a felony or fraudulently or intentionally commits an act which is, in the sole discretion of Employer, directly detrimental to Employer.

7. **Annual Performance Review.** As referenced in paragraph 3 above the Agency deems it beneficial to have a Board managed annual performance review to provide feedback to track progress toward Agency's objectives. An additional performance review will be made six months after the Employee's start date.

8. **Governing Law.** This Agreement shall be interpreted, construed, governed and enforced according to the laws of the State of New York.

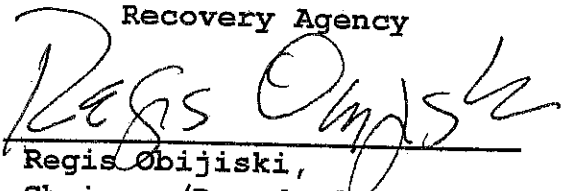
9. **Amendments.** No amendment or modification of the terms or conditions of this Agreement shall inure to the benefit of and shall be binder upon the successors and assigns of Employer. Employee shall not be entitled to assign any of Employee's rights or obligations under this Agreement.

10. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the employment of Employee.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

EMPLOYER: Ulster County Resource
Recovery Agency

BY:


Regis Obijiski,
Chairman/Board of Directors

EMPLOYEE:

BY:


Marc Rider