

# **ULSTER COUNTY RESOURCE RECOVERY AGENCY**

## **RESOLUTION NO. 2628**

**RE: First Amendment to the Leachate Hauling Agreement**

**WHEREAS**, The Ulster County Resource Recovery Agency (the “Agency”) is engaged in Solid Waste Management and Recycling in Ulster County; and

**WHEREAS**, the Town of Hurley (the “Town”) is a municipal corporation located within Ulster County; and

**WHEREAS**, as of January 24, 2024, the Agency and the Town entered into a Leachate Hauling Agreement (the “Agreement”), pursuant to which the Agency agreed to collect, transport and dispose of leachate generated at the Town’s closed municipal solid waste landfill at the rate of \$285 per pull; and

**WHEREAS**, the term of the Agreement commenced as of January 1, 2024 and will terminate as of December 31, 2024; and

**WHEREAS**, the Agency and the Town wish to amend the Agreement to (a) extend the term of the Agreement for an additional one year period that will commence as of January 1, 2025 and terminate as of December 31, 2025 (the “Renewal Term”) and (b) to provide that if the parties fail to negotiate an extension prior to the end of the Renewal Term, the Agreement shall automatically renew, on a month-to-month basis, until either (i) the parties mutually agree upon an extension of the Renewal Term or (ii) the Agreement is terminated by either party with thirty (30) days written notice; and

**NOW, THEREFORE, BE IT**

**RESOLVED**, by the Ulster County Resource Recovery Agency that the First Amendment to the Hauling Agreement (the “Amendment”) attached hereto as Exhibit “A” and made a part of this Resolution, is authorized and approved; and be it,

**FURTHER RESOLVED**, that the Executive Director of the Agency is hereby authorized and empowered to execute said Amendment on behalf of the Agency, and be it,

**FURTHER RESOLVER**, that the Executive Director and Agency staff are hereby authorized to take all steps necessary to carry out the Agency’s duties and obligations, as set forth in the Agreement, together with the Amendment (hereafter collectively referred to as the “Agreement”), and be it

**FURTHER RESOLVED**, that this Resolution shall take effect immediately.

Moved by:

Seconded by:

Vote: Ayes:

Nays:

Absent:

Date: October 24, 2024

Financial impact: Revenue

## **Exhibit “A”**

### **First Amendment to The Leachate Hauling Agreement, dated as of, January 24, 2024, by and between Ulster County Resource Recovery Agency and Town of Hurley**

This First Amendment to the Leachate Hauling Agreement dated as of January 1, 2025, by and between the Ulster County Resource Recovery Agency, a public benefit corporation duly organized and existing under the laws of the State of New York and having its principal offices at 999 Flatbush Road, Kingston, New York 12401 (the “Agency”) and the TOWN OF HURLEY, a municipal corporation of the State of New York having its principal offices at the Town Hall, 10 Wamsley Place, Hurley, New York 12433 (the “Town”) dated as of January 24, 2024 (the “Agreement”);

#### **WITNESETH:**

**WHEREAS**, the Agency and the Town entered into the Agreement for the purpose of having the Agency collect, transport and dispose of leachate generated at the Town’s closed municipal solid waste landfill pursuant to terms and conditions of the Agreement; and

**WHEREAS**, the Agreement provides at paragraph 5, that “the Agency shall charge the Town \$285 per pull”; and

**WHEREAS**, the Agreement provides at paragraph 7, with respect to the term of the Agreement that “the term of the Agreement shall be from January 1, 2024 through December 31, 2024. If the parties agree for a yearly extension of this contract, they will negotiate an annual rate for pull charges to be determined by December 1, of each year”; and

**WHEREAS**, the parties seek to amend the Agreement to (a) extend the term of the Agreement for one (1) year, from January 1, 2025 and through December 31, 2025 (the “Renewal Term”) and (b) to provide that if the parties fail to negotiate an extension prior to the end of the Renewal Term, the Agreement shall automatically renew, on a month-to-month basis, until either (i) the parties mutually agree upon an extension of the Renewal Term or (ii) the Agreement is terminated by either party with thirty (30) days written notice; and

**WHEREAS**, except for the extension of the term and inclusion of a provision to provide for the automatic renewal of the Agreement under certain circumstances, the parties desire to have all other terms and conditions set forth in the Agreement remain unchanged and in effect; and

**NOW, THEREFORE,** the Agency and Town in consideration of premises, representations, agreements and other good and valuable consideration, receipt of which is hereby acknowledged, each agree as follows:

1. The Agreement shall be AMENDED to include a new subparagraph 7A which provides as follows:

“7A. The parties agree to renew the Agreement for an additional term of one (1) year, from January 1, 2025 through December 31, 2025 (the “2025 Term”). The parties further agree that for the duration of the 2025 Term, the Agency shall charge the Town \$285 per pull, as originally set forth in paragraph 5 of the Agreement.”

2. The Agreement shall be Amended to include a new subparagraph 7B which provides as follows:

“7B. (i) If at the end of the 2025 Term or any subsequent annual term, the parties have failed to negotiate an extension of the Agreement for such subsequent annual term; and neither party has provided written notice to the other party of its intent to terminate the Agreement, the following shall apply.

(ii) The Agreement shall automatically renew for subsequent, consecutive monthly terms at the pull rate in effect for the immediately preceding annual term. The provisions of 7B(ii) shall only apply with respect to any annual term until such time as: (1) the parties agree to an annual extension of such annual term pursuant to paragraph 7 of this Agreement or (2) either party provides the other party with thirty (30) days written notice of its intent to terminate the Agreement.

(iii) If the parties agree to an extension of the annual term pursuant to paragraph 7 of this Agreement, the effective date of the extension and the pull rate agreed upon for such annual term shall be retroactive to January 1 of such calendar year.

(iv) If either party provides the other party notice of its intent to terminate the Agreement pursuant to 7B(ii), the termination shall be effective thirty (30) days from the date upon which such notice was received.”

3. All other terms and conditions of the original Agreement shall remain unchanged, and in full force and effect.

4. The parties' decision not to amend paragraph 5 of the Agreement, relating to the rate per pull for the 2025 Term, shall not be deemed a waiver by either party of its right to negotiate an increase or decrease in the annual rate for pull charges for any additional term.
  
5. Each party shall use all reasonable efforts to take, or cause to be taken, all actions necessary or desirable to consummate and make effective the transactions this amendment contemplates or to evidence or carry out the intent and purposes of this amendment.

**ULSTER COUNTY RECOURSE RECOVERY AGENCY**

BY: \_\_\_\_\_  
Marc Rider, Executive Director

**TOWN OF HURLEY**

BY: \_\_\_\_\_  
Michael Boms, Supervisor