

ULSTER COUNTY RESOURCE RECOVERY AGENCY

RESOLUTION NO. 2634

RE: Authorizing Agency to Enter into Disposal Agreement with Seneca Meadows Inc.

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

WHEREAS, Seneca Meadows, Inc. (“SM”) is a municipal corporation that owns a landfill in Seneca Mills, New York; and

WHEREAS, as of January 1, 2025, the Agency and SM wish to enter into an agreement pursuant to which the Agency will dispose of approximately 142,000 tons of Solid Waste (including MSW and Construction and Demolition Debris) at the Seneca Mills Landfill upon certain terms and conditions (the “Agreement”); and

WHEREAS, the Agreement shall commence as of January 1, 2025, and will terminate as of December 31, 2026, and includes 3 (three) optional 1 (one) year renewal periods which shall apply with the mutual consent of the Agency and SM; and

NOW, THEREFORE, BE IT

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

FURTHER RESOLVED, that the attached Exhibit A is a draft of the Agreement which will be substantially the form executed by the Executive Director, however, Agency Counsel with the approval of the Executive Director is authorized to make changes prior to execution that will not materially change the terms of the Agreement; and be it

FURTHER RESOLVED, that the attached Exhibit A is a draft of the Agreement which will be substantially the form executed by the Executive Director, however, Agency Counsel with the approval of the Executive Director is authorized to make changes prior to execution that will not materially change the terms of the Agreement; and be it

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

FURTHER RESOLVED, 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: November 21, 2024

Financial impact: Attached

**AGREEMENT FOR SOLID WASTE DISPOSAL
SERVICES BETWEEN THE ULSTER COUNTY RESOURCE
RECOVERY AGENCY AND SENECA MEADOWS, INC.**

This Agreement is made as of the ____ day of _____, 2025, by and between the Ulster County Resource Recovery Agency with an address at 999 Flatbush Road, Kingston, New York 12401 (the "Agency") and Seneca Meadows, Inc. with an address at 1786 Salcman Road, Waterloo, New York, 13165 (the "Contractor"). The Agency and the Contractor shall each be referred to individually as a "Party" and collectively, as the "Parties".

The Agency and Contractor, in consideration of the terms and conditions contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, each agree as follows:

1. SCOPE OF WORK

The Agency projects that it will dispose of approximately 142,000 tons of Solid Waste for the 2025 and 2026 calendar years. The Parties acknowledge that the Agency has entered into an agreement with a different contractor for the disposal of a maximum amount of 20,000 tons of Solid Waste in both 2025 and 2026. The Agency intends to dispose of the amount of Solid Waste in each of those years in excess of 20,000 at the Contractor's Disposal Site pursuant to the terms of this Agreement, unless otherwise provided in this Agreement.

The Contractor hereby agrees to receive and dispose of Solid Waste received from the Agency or its duly contracted haulers as required herein, and to furnish all the materials, labor and equipment necessary, except as noted below, to perform such services as more particularly described herein. The Solid Waste shall be disposed of at the Contractor's duly permitted disposal site known as the Seneca Meadows Landfill in Seneca Falls, New York (the "Disposal Site"). Contractor covenants that it has sufficient capacity to receive and dispose of the Agency's Solid Waste during the term of this Agreement. For purposes of this Agreement, Solid Waste shall include any type of municipal solid waste that is acceptable under the Permits, all applicable Laws and other applicable legal restrictions for disposal at the Disposal Site which shall include solid waste disposed of in the ordinary course of residential households and from commercial offices, retail stores, restaurants and similar commercial establishments, construction and demolition waste, except for Unacceptable Waste.

For purposes of this Agreement, Unacceptable Waste includes but is not limited to hazardous waste, radioactive waste, individual waste; infectious or medical waste; waste from oil and gas or mining operations, petroleum contaminated media, agricultural waste; incinerator ash; sewage sludge; special or any material defined under applicable laws as hazardous or toxic substances, residual waste or special handling waste. Moreover, waste (i) that is required by any federal, state, local or foreign government or any subdivision,

authority, department, commission, board, bureau, agency, court or other instrumentality thereof by its general nature, to be handled or disposed of other than in accordance with the Disposal Site's standard operating procedure for waste or (ii) that does not strictly conform to the description of waste materials that the Disposal Site is authorized to accept under its Permits is Unacceptable Waste.

- 1.1 The Contractor is required to receive and dispose of Solid Waste received from the Agency.
- 1.2 The Contractor shall provide equipment, labor, materials, maintenance, management and policies to receive and dispose of the Agency's Solid Waste, including construction and demolition waste, at the Disposal Site. The disposal of Solid Waste shall be in accordance with applicable federal, state and local law, including, but not limited to, the Environmental Conservation Law of the State of New York and the rules and regulations promulgated thereunder by the New York State Department of Environmental Conservation, and various laws of the United States, rules and regulations as defined in the Code of Federal Regulations, New York State Code of Rules and Regulations, this Agreement and Contractor's valid NYSDEC Part 360 permits at all times during the term of this Agreement, as required by law (collectively the "Permits").
- 1.3 The Agency has the sole responsibility to transport, or cause to be transported by its contracted haulers, the Agency's Solid Waste to the Disposal Site.
- 1.4 The Agency hereby agrees that the Solid Waste delivered or to be delivered to the Disposal Site does not and will not contain any Unacceptable Waste. If at any time the Agency or its respective designees, employees, agents and other representatives, including any Person authorized to deliver or transport Solid Waste on behalf of the Agency for disposal at the Disposal Site (each and all "Agency Designee(s)") discovers that any Unacceptable Waste was or is being delivered to the Disposal Site, the Agency shall promptly notify Contractor. The Agency's activities hereunder shall be in full and strict compliance with all applicable Laws and Permits relating to the collection and transportation of Solid Waste. The Agency agrees that it and the Agency's Designees have obtained all Permits necessary for the consummation and implementation of the transactions contemplated by this Agreement. The Agency agrees that all such Permits are, and will remain in, full force and effect, and the Agency and its Designees are and will remain in full and strict compliance with all of the terms and conditions of all Permits and applicable Laws.
- 1.5 The Agency shall cause each of the Agency's Designees to observe all rules, regulations, procedures and policies generally applicable to third parties in the ordinary course of the conduct of the Contractor's business, including, without limitation, hours of operation. The Agency and the Agency's Designees shall at all times when present at the Disposal Site shall conduct themselves in a safe and workmanlike manner, and in full and strict compliance with all applicable Laws.

- 1.6 If upon receipt of delivery of Solid Waste by the Agency or the Agency's Designees, the Contractor discovers that the Agency's Solid Waste contains (in an amount that is not considered incidental) Unacceptable Waste, the Contractor shall refuse to receive the Agency's Solid Waste. If the discovery by the Contractor of Unacceptable Waste in the Agency's Solid Waste is not made until such waste has been partially or fully unloaded, the Contractor shall notify the Agency as promptly as possible. Upon receipt of such notice, the Agency shall have three (3) business days to remove the Unacceptable Waste and dispose of it at another location in accordance with applicable Law. The Contractor shall not be liable for any costs or expenses of the removal and or for the proper disposal of the Unacceptable Waste delivered by the Agency or the Agency's Designees. If the Agency fails to remove the Unacceptable Waste and dispose of it at another location in accordance with applicable Law within three (3) days of receipt of the Contractor's notice, the Contractor shall have the right to reload, remove and dispose of the Unacceptable Waste, or direct another to do the same on its behalf. The Agency shall pay the Contractor the reasonable costs, expenses, and any damages incurred by the Contractor, including but not limited to any and all fines or penalties assessed by any governmental authority, related to the reloading, removal and disposal of the Agency's Unacceptable Waste; and the Agency shall not be entitled to any credit or refund from the Contractor for the transfer costs related to any such reloaded or removed waste. The Contractor shall notify appropriate governmental authorities concerning the delivery and removal of Unacceptable Waste, as required by law.
- 1.7 The Disposal Site will be open for receipt of Solid Waste during regular business hours in effect as of the date hereof. The Contractor reserves the right to modify the hours of operation and shall notify the Agency in advance of such modification. The Disposal Site will not be open for operation on Sundays or on national holidays. The Agency acknowledges the right of the Contractor to make and enforce reasonable rules and regulations as are necessary with respect to the disposal of Solid Waste at the Disposal Site by the Agency and the Agency's Designees. The Agency and the Agency's Designees shall abide by such rules as are established from time to time. The Contractor shall furnish a copy of the Disposal Site's rules and regulations upon request and notify the Agency of any changes as they occur. Subject to the rules and regulations of the Disposal Site that are in effect from time to time and the terms and conditions of this Agreement, the Agency will have the right to dispose of Solid Waste at the Disposal Site during all hours that it is open for the receipt of Solid Waste. The Contractor will have the right to inspect the contents of any vehicle of the Agency, or any vehicle transporting Solid Waste on behalf of the Agency, and to obtain and test samples to determine whether it contains Unacceptable Waste; provided, however, exercise or a failure to exercise such right shall not relieve the Agency of its indemnity obligations under this Agreement. If the Agency vehicle or a vehicle transporting Solid Waste on behalf of the Agency is found to contain non-incidenta Unacceptable Waste, the Contractor will reject the delivery of it.

1.8 The Agency and the Agency's Designees shall fully and strictly comply with the rules and regulations of the Contractor as in effect from time to time for the Disposal Site and the Agency shall be responsible for any such failure to comply on the part of the Agency's Designees. The Contractor may refuse to admit to the Disposal Site any Person who has previously violated the regulations or attempted to deliver non-incidenta Unacceptable Solid Waste.

2. PRICE

2.1 The price for tons of Solid Waste delivered and the term for which such price is effective are as follows:

2025 \$49.00 a ton

2026 \$51.50 a ton

3. TERM OF CONTRACT; RENEWAL TERM

3.1 The Parties acknowledge that the Contractor must obtain a modification of its permit from the Department of Environmental Conservation approving the expansion of its Disposal Site (the "Expansion Permit").

3.2 The term of this Agreement shall begin January 1, 2025 and shall end December 31, 2026 (the "Initial Term"), unless (a) the Contractor fails to obtain its Expansion Permit in time for the Contractor to expand its Disposal Site prior to December 31, 2025 or (b) the Agreement is terminated earlier as provided herein.

3.3 The Agency may extend the Initial Term of this Agreement for up to three (3) additional consecutive one (1) year terms (each a "Renewal Term"). The price for tons of Solid Waste delivered for a Renewal Term shall be determined as follows. The greater of (i) the CPI % increase for the year that the Renewal Term shall be in effect or 5% (five percent) multiplied by the price per ton of Solid Waste delivered for the year immediately preceding the Renewal Term.

e.g.	2027	\$54.00 per ton;
	2028	\$56.75 per ton;
	2029	\$60.00 per ton.

3.4 If the Contractor fails to obtain its Expansion Permit in time for the Contractor to expand its Disposal Site prior to December 31, 2025, either Party may terminate this Agreement for the 2026 calendar year by providing the other Party with written notice prior to June 30, 2025, or the Parties may mutually agree to terminate the Agreement effective December 31, 2025.

3.5 The Parties agree that if the Agency implements its own disposal facility; or the Agency enters into an agreement with another governmental entity to utilize a joint

disposal facility owned by one or both of the Parties; then the Agency shall have the right to terminate this Agreement without penalty.

4. PAYMENT

- 4.1 During the term of this Agreement the Agency shall make monthly payments to the Contractor for the services provided, in such amounts and pursuant to the procedures set forth herein. The compensation paid to the Contractor shall be determined using the unit price set forth in Section 2 of this Agreement.
- 4.2 The Agency is tax exempt, and therefore no sales tax shall be included.
- 4.3 Contractor shall receive monthly payments for services performed during the prior calendar month upon submission of an invoice and completed voucher. Such payments shall be made within sixty (60) days of receipt of Contractor's monthly invoice. Contractor's monthly invoice shall include a daily summary of tonnage received from the Agency and disposed of by the Contractor at the Disposal Site. The Agency shall be entitled to deduct from any payment owing to Contractor any sums expended by the Agency to cure any default or other non-compliance by Contractor.
- 4.4 The Agency reserves the right to require the Contractor to submit any necessary documentation needed to substantiate monthly payments and in addition to submit to semi-annual detailed audits of the Contractor's operation, records, books, etc., as they pertain to the Agency's account, by the Agency or its Agent.

5. HOLD HARMLESS AND INDEMNIFICATION

- 5.1 Unless otherwise prohibited by law, the Contractor shall indemnify, protect, hold harmless and defend the Agency, its officers, board, committees, employees and other officials against any and all liabilities, losses, claims, penalties, fines, forfeitures, suits, and costs and expenses incident thereto (including costs of defense, settlement, and attorneys' fees) which may be alleged against the Agency, or which the Agency may incur, become responsible for, or pay out as a result of bodily injury or death to any person, destruction or damage to any property (including loss of use thereof), contamination of or adverse effects to the environment, or any violation or alleged violation of governmental laws, regulations or orders caused by, arising out of, or in any manner connected with the Contractor's performance of this Agreement. The Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suits at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claims, demands or suits are groundless, false or fraudulent.
- 5.2 Unless otherwise prohibited by law, the Agency shall indemnify, protect, hold harmless and defend the Contractor, its officers, board, committees, employees and

other officials against any and all liabilities, losses, claims, penalties, fines, forfeitures, suits, and costs and expenses incident thereto including costs of defense, settlement, and attorneys' fees) which may be alleged against the Contractor, or which the Contractor may incur, become responsible for, or pay out as a result of bodily injury or death to any person, destruction or damage to any property (including loss of use thereof), contamination of or adverse effects to the environment, or any violation or alleged violation of governmental laws, regulations or orders caused by, arising out of, or in any manner connected with the Agency's performance of this Agreement. The Agency agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suits at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claims, demands or suits are groundless, false or fraudulent.

6. INSURANCE

- 6.1 The Contractor shall obtain and maintain, or cause to be obtained and maintained, at its own expense throughout the term of this Agreement insurance, to cover the services provided hereunder. The Agency shall be named as an additional Insured.

The insurance policy shall be obtained from a good and solvent insurance company or companies licensed to do business in the State of New York. The insurance policy shall include the following: comprehensive general liability insurance with broad form extension for personal injury, death and/or property damage and automobile liability insurance in limits of not less than One Million Dollars combined single limits; and worker's compensation insurance.

The Contractor shall furnish the Agency with certificates for the insurance provided for above and shall provide renewals therefore, when due, during the terms of this Agreement.

- 6.2 The Agency shall obtain and maintain, or cause to be obtained and maintained, at its own expense throughout the term of this Agreement insurance, to cover its obligations hereunder. The Contractor shall be named as an additional Insured.

The insurance policy shall be obtained from a good and solvent insurance company or companies licensed to do business in the State of New York. The insurance policy shall include the following: comprehensive general liability insurance with broad form extension for personal injury, death and/or property damage and automobile liability insurance in limits of not less than One Million Dollars combined single limits; and worker's compensation insurance.

The Agency shall furnish the Contractor with certificates for the insurance provided for above and shall provide renewals therefore, when due, during the terms of this Agreement.

7. TERMINATION AND DEFAULT

7.1 Remedies for Events of Default

The remedies available to the parties following an Event of Default shall be governed by this Section.

7.2 Events of Default by Contractor

The following shall constitute Events of Default on the part of the Contractor:

- (a) the unexcused failure of the Contractor to timely perform any material obligation under this Agreement within fifteen (15) days after notice of such failure is given by the Agency, including, but not limited to, the Contractor's unexcused failure or refusal to receive and dispose of Solid Waste as required herein.
- (b) the Contractor shall (i) commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or in the future in effect, (ii) seek the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, (iii) make a general assignment for the benefit of creditors, (iv) fail generally to pay its debts as they become due, or (v) take any action to authorize any of the foregoing;
- (c) an involuntary case or other proceeding shall be commenced against the Contractor seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceeding shall remain undismissed and stayed for a period of sixty (60) days, or an order for relief shall be entered against the Contractor in an involuntary case under the federal bankruptcy laws;
- (d) any loss of Permit to operate the Disposal site;
- (e) any proceedings, judgments, claims or clean-up requirements are made against the Contractor for the Disposal Site that are not resolved by dismissal, consent order or other agreement with NYSDEC, or any other governmental agency having jurisdiction. The term "Disposal Site" shall not include the former landfill area known as the "Tantalo Site".

7.3 Remedies of the Agency

- (a) In the event of the occurrence of any Event of Default described in this Section 7, the Agency shall, in addition to any other available remedies, be entitled to full contract damages and, as provided below, the Agency may

terminate this Agreement upon thirty (30) day written notice to the Contractor.

- (b) Upon the occurrence of any Event of Default, the Agency may terminate this Agreement upon thirty (30) days written notice to the Contractor.
- (c) Upon termination of this Agreement, the Agency shall have the right, in addition to and without prejudice to all other rights and remedies, to fulfill or have the Contractor's obligations under this Agreement fulfilled by such means and in such manner by contract or otherwise, with or without public letting as permitted by law, as the Agency deems advisable. The Agency may deduct any actual and reasonable costs incurred thereby from any payment then or thereafter due to the Contractor and may hold the Contractor liable for any excess amount reasonably incurred.

7.4 Events of Default by Agency

The following shall constitute Events of Default on the part of the Agency:

- (a) the unexcused failure of the Agency to timely perform any material obligation under this Agreement within fifteen (15) days after notice of such failure is given by the Agency, including, but not limited to, the unexcused failure or refusal of the Agency to pay amounts owed by it and due to the Contractor under this Agreement; or
- (b) any distress, execution or attachment levied upon the property of the Agency which shall substantially interfere with its performance under this Agreement.

7.5 Remedies of the Contractor

- (a) In the event of the occurrence of any Event of Default described in this Section 7, the Contractor shall, in addition to any other available remedies, be entitled to full contract damages and, as provided below, the Contractor may terminate this Agreement upon thirty (30) day written notice to the Contractor.
- (b) If this Agreement is terminated by the Contractor, the Agency shall pay to the Contractor in full satisfaction of all claims of the Contractor an amount equal to the sum of:
 - (i) the amount due to the Contractor pursuant to the Agreement terms for the work performed, plus
 - (ii) the additional costs actually incurred by the Contractor arising out of the early termination of work prior to the expiration of the Agreement term.

- (c) Termination Payment. Within thirty (30) days following termination of this Agreement, the Agency and the Contractor shall reconcile all amounts then due and payable to each other under the terms of this Agreement. Within thirty (30) days after resolving the total amount to the outstanding unpaid balance owed by the Agency or the Contractor to the other as a result of such reconciliation, the Agency and the Contractor shall, except as herein otherwise provided, make final payment in complete discharge of their obligations under the Agreement, except those obligations which are, by the terms of this Agreement, to survive the termination hereof.

8. UNCONTROLLABLE CIRCUMSTANCES

If any event of Uncontrollable Circumstances, as defined below, occurs, the Contractor shall notify the Agency thereof and disclose to the Agency the estimated length of delay or inability to perform and the cause of the delay or inability to perform. In such event, the Contractor shall not be deemed to have violated the obligations hereunder, and the time for performance of the obligations shall be extended by a reasonable period of time determined by the Parties to be necessary to overcome the effects of Uncontrollable Circumstances.

Uncontrollable Circumstances means any act, event or condition affecting the Contractor to the extent it materially and adversely affects the ability of the Contractor to perform its obligations hereunder, provided such act, event or condition is beyond the reasonable control of the Contractor or any entity a majority of which also controls the Contractor (an "Affiliated Entity"), and is not the result of the willful or negligent action, inaction or fault of the Contractor or an Affiliated Entity. Subject to the foregoing, Uncontrollable Circumstances shall include the following:

- (a) an act of God (but not including reasonably anticipated weather conditions), high winds, hurricane, landslide, lightening, earthquake, fire, flood, sabotage or similar occurrence, acts of a public enemy, extortion, war, blockage, or insurrection, riot or civil disturbance; and
- (b) general strikes, work stoppages or other labor disputes or disturbances if the Contractor has bargained in good faith (in situations where the Contractor is party to the bargaining effort) and is not reasonably able to obtain substitute labor, services, material or equipment when required.

The following acts and conditions shall not constitute Uncontrollable Circumstances:

- (a) general economic conditions, interest or inflation rates or fluctuations in currency;
- (b) the failure of Contractor to obtain or maintain any Permits necessary to performance;
- (c) the financial condition of the Contractor;

- (d) union work rules, requirements or demands that have the effect of increasing the number of employees employed by Contractor in performing hereunder or otherwise increasing the cost to the Contractor of performing hereunder.
- (e) Contractor's equipment failure; and
- (f) any impact of prevailing wage law, customs or practices on the Contractor's costs.

9. EXECUTORY CONTRACT

The Contractor specifically agrees that this Agreement shall be deemed executory only to the extent of the funds appropriated for the purpose of the Agreement and that no liability shall be incurred by the Agency beyond the funds appropriated on the date of execution of the Agreement by the Agency for said purpose.

10. SEVERABILITY

If for any reason, any terms or provisions of this Agreement shall become or be declared void, illegal and of no effect or superseded by any notifications of amendment, all the remaining terms and provisions of this Agreement shall continue in full force and effect.

11. COMPLIANCE WITH LAWS

The Contractor, in performing the work under this Agreement, shall, in every aspect, comply with all applicable laws, rules, regulations, and ordinances.

12. WAIVER

A waiver by either party or a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any other subsequent breach thereof or of any other provision.

13. NOTICES

Any and all notices or communications required or desired to be given in connection with this Agreement shall be in writing, delivered in person or sent by first class mail, postage prepaid, to the respective parties as follows:

TO THE AGENCY:

**Ulster County Resource Recovery Agency
999 Flatbush Road
P.O. Box 6219
Kingston, New York 12402
Attn: Executive Director**

WITH A COPY TO:

**Ulster County Resource Recovery Agency
999 Flatbush Road
P.O. Box 6219
Kingston, New York 12402
Attn: Agency Counsel**

TO THE CONTRACTOR:

**Waste Management of New York, LLC
425 Perinton Parkway
Fairport, New York 14450**

14. ASSIGNMENT

The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of the Agreement or of its right title and interest therein or its power to execute such Agreement, to any person or corporation without the prior written consent of the Agency.

15. ENTIRE AGREEMENT

This Agreement, including the documents incorporated by reference, represents the entire agreement between the Parties herein, and supersedes any prior agreement or arrangement, written or unwritten, and may be modified only by a subsequent written document executed by the Parties.

16. GOVERNING LAW; VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. The sole and exclusive forum for the determination of any question of law or fact to be determined in any judicial proceeding relating to this Agreement shall be in the Supreme Court of the State of New York sitting in Ulster County, New York. It is the express intention of the Parties that all legal actions and proceedings related to this Agreement or to any rights or any relationship between the parties arising therefrom shall be solely and exclusively initiated and maintained in such Court.

IN WITNESS WHEREOF, the Agency has executed this Agreement on the ____ day of _____, 2024, and the Contractor has executed the Agreement the ____ day of _____, 2024.

Ulster County Resource Recovery Agency

Waste Management of New York, LLC

By: _____
Marc Rider
Executive Director

By: _____
Kyle Black
District Manager

State of New York) ss:
County of Ulster)

On _____, 2025, before me, the undersigned, personally appeared **Marc Rider**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public
Commission Expires:

(Affix Notary Stamp or Seal)

State of New York) ss:
County of _____)

On _____, 2025, before me, the undersigned, personally appeared **Kyle Black**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public
Commission Expires:

(Affix Notary Stamp or Seal)