

ULSTER COUNTY RESOURCE RECOVERY AGENCY

RESOLUTION NO. 2636

RE: Authorizing Agency to Enter into Transportation Agreement with Colucci Trucking, LLC

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

WHEREAS, Colucci Trucking, LLC (“Colucci”) is a limited liability company that provides for the transportation of solid waste (including MSW and construction and demolition debris) from transfer stations to disposal sites; and

WHEREAS, as of January 1, 2025, the Agency and Colucci wish to enter into an agreement pursuant to which Colucci agrees to transport the Agency’s Solid Waste (including MSW and Construction and Demolition Debris) from the Agency’s New Paltz Transfer Station located at 1 Clearwater Road, New Paltz, New York 12561 to the Seneca Mills Landfill located in Seneca Mills, New York 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 Colucci; 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 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 TRANSPORT
SERVICES BETWEEN ULSTER COUNTY RESOURCE
RECOVERY AGENCY AND COLUCCI TRUCKING, LLC**

This Agreement is made as of the _____ day of _____, 2024, by and between the Ulster County Resource Recovery Agency with offices at 999 Flatbush Road, Kingston, New York 12401 (the "Agency") and Colucci Trucking, LLC with offices at 6770 Martin Street, Rome, New York 13440 (the "Contractor"). The Agency and 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

1.1 The Contractor hereby agrees to transport solid waste received by the Agency from at its New Paltz Transfer Station and to dispose of such solid waste at the Seneca Meadows Landfill, as directed and scheduled by the Agency, pursuant to the terms of this Agreement and as provided with further specificity, below.

1.2 The Contractor shall provide all equipment, labor, materials, maintenance, management and policies required to perform the services pursuant to this Agreement. All equipment must meet all NYSDOT requirements, and all personnel must be properly licensed.

1.3 "Services" shall include: (a) transportation of the Agency's solid waste (including construction and demolition debris) (the "Agency Waste") from the New Paltz Transfer Station located at 1 Clearwater Road, New Paltz, New York 12561 (the "Transfer Station"); and (b) disposal of such solid waste at the Seneca Meadows Landfill located at 1786 Salcman Road, Waterloo, New York 13165 (the "Disposal Site") and shall be performed in the manner and frequency required for the Agency to comply with New York State Law and Regulations, including, but not limited to 6 NYCRR Part 360, and the Agency's operating permits and operation hours. As part of the Services, the Contractor must ensure that the Transfer Station floor shall be cleared of Agency Waste at the end of each day of operation.

1.4 Equipment. The Contractor shall be responsible for providing and maintaining all equipment and materials necessary to provide the Services ("equipment"). At minimum, 9 spare trailers and 2 spare power units (tractors) shall be supplied, kept and maintained at the Transfer Station. All trailers must be 53-foot walking/ tipping trailers, equipped with waterproof tarps and suspension pressure gauges (which shall be in accordance with New York State Department of Transportation and or United States Department of Transportation, laws, rules and regulations as defined in the Code of Federal Regulations, New York State Code of Rules and Regulations, or other applicable state and federal legal or regulatory requirements, and this Agreement. Tipper fees charged by the Disposal Site for use by of such site's tipper equipment shall be the responsibility of and paid by the Contractor.

1.5 The Contractor must provide equipment and personnel early each day the Transfer Station is operating, and as needed by the Agency throughout the day. If needed the Contractor's employees shall be responsible for using the spare tractors and trailers to load excess Agency

Waste, including but not limited to moving the spare trailers so that such trailers may be live-loaded. All staged loaded trailers must be removed by 7:00 AM the following business day.

1.6 The Contractor shall ensure that all equipment is delivered and on-site at the Transfer Site prior to the commencement date of this Agreement. Additionally, the Contractor shall obtain, maintain and provide copies to the Agency of all necessary and valid permits required by applicable New York State and federal laws and regulations, including, but not limited to, any required overweight and/or divisible load permits, for all live load tractors and loaded staged trailers operating at the Transfer Station.

1.7 The Transfer Station shall be open and operating every Monday through Friday from 6:00 a.m. through 3:00 p.m., except New Year's Day, Fourth of July, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day.

1.8 Except as provided in Section 1.9 below, the Parties agree and the Contractor acknowledges that the price for the Services includes all expenses and costs of the Contractor incurred to provide the Service, including, but not limited to, all tolls and road use taxes.

1.9 The Agency shall purchase and provide diesel fuel to the Contractor strictly for the Services provided to the Agency by the Contractor under this Agreement. Such diesel fuel shall be provided to the Contractor in accordance with **Schedule A** annexed hereto and made a part hereof. The Parties acknowledge and agree that (a) the provision of diesel fuel hereunder is solely for the benefit of the Agency; (b) that the Agency is the purchaser of record of such diesel fuel; and (c) the Contractor is not authorized to purchase diesel fuel on behalf of the Agency. All diesel fuel provided during any month must be consumed by the Contractor for Agency purposes in that month. No balance of diesel fuel can be carried over to a subsequent month.

1.10 While performing the Services, the Contractor shall use routes designated by the Agency. If a route designated by the Agency is closed pursuant to the applicable governmental authority, the Contractor shall use an alternate route designated and approved by the Agency.

1.11 In limited circumstances, the Contractor may be required to haul the Agency's trailers. The Agency agrees that its trailers shall be in full compliance with any requirements applicable to the Contractor's trailers. Under such circumstances, prior to the Contractor's use of the Agency's trailers for hauling, the Parties agree to negotiate in good faith prior the price of hauling.

1.12 The Contractor agrees to comply with the "General Rules and Regulations for Contractors Providing Solid Waste Transportation Services", **Schedule B** annexed hereto and made a part hereof.

1.13 The Contractor acknowledges and agrees that its relationship to the Agency is that of an independent contractor. The Contractor further agrees that it and its respective employees and agents shall not, at any time or for any reason: (a) hold themselves out as, or claim to be officers or employees of the Agency or (b) by reason of this Agreement, make any claim, demand or application to or for any benefit, right or privilege eligible to an officer or employee of the Agency, including, but not limited to, Worker's Compensation Insurance coverage, Unemployment Insurance benefits, health insurance or other medical benefits, Social Security coverage or employee retirement membership or credit; or (c) act as an agent, or be an agent, of the Agency.

2. PRICE

2.1 The price for the Services (the "Price") shall be the aggregate of the Rates and Fuel Allotment set forth, below:

Rates:

2025 - \$40.00 per ton;
2026 - \$40.75 per ton;
2027 - \$41.25 per ton;
2028 - \$41.50 per ton; and
2029 - \$41.75 per ton.

Fuel Allotment:

\$93 per load, based on an average load of 35 tons. The per load amount is subject to modification if the average load is not met, based upon the weight ticket received by the Agency from the Disposal Site.

For purposes of this Agreement, the "Price" set forth above assumes: (i) the Agency provides the Contractor with diesel fuel for its use providing the Services to the Agency, pursuant to Section 1.09 of this Agreement; and (ii) the Contractor is not using the Agency's trailers for hauling (Section 1.11 of this Agreement does not apply). If the Agency does not provide the Contractor with diesel fuel for its use providing the Services to the Agency or if the Contractor is using the Agency's trailers to perform the Services, prior to the Contractor's provision of Services under such circumstances, the Parties shall negotiate the price of the Services, using good faith and best efforts.

3. TERM; RENEWAL

3.1 The term of this Agreement shall begin on January 1, 2025 and shall end on December 31, 2026 (the "Initial Term"), unless otherwise terminated by mutual agreement of the Parties or pursuant to the terms of this Agreement. At the conclusion of the Initial Term or any Renewal Term, the Agreement may be renewed for three (3) consecutive one (1) year terms (each a "Renewal Term") upon mutual written agreement of the Parties.

4. PAYMENT

4.1 During the term of this Agreement, the Contractor shall invoice the Agency on or before the 15th day of each month for Services provided to the Agency in the month immediately preceding the invoice. The monthly invoice total shall be determined using the unit price set forth in Section 2 of this Agreement and shall include a daily summary of tonnage received and hauled by the Contractor and disposed of at the Disposal Site. Completed vouchers and all related weighmaster landfill disposal tickets shall be attached to the invoice. The Agency shall

pay the Contractor's monthly invoice within forty-five (45) days of receipt of the invoice and all required attachments.

4.2 The Agency is an exempt organization under the Public Authorities Law and Tax Law and is exempt from payment of sales and compensating use taxes of the State of New York and cities and counties of the State.

4.3 The Agency shall be entitled to set-off or deduct from any payment owing to the Contractor amounts owed by the Contractor to the Agency or any sums expended by the Agency to cure any default or other non-compliance by Contractor.

4.4 The Agency or its agent may, at its own expense, conduct semi-annual detailed audits of the Contractor's operations, records, books, etc., during ordinary hours of operation with reasonable notice. In addition, the Agency reserves its right to require the Contractor to submit any documentation it determines, in its absolute discretion, to be necessary for the Agency to substantiate its payment to the Contractor of the monthly invoice(s) amount.

5. HOLD HARMLESS AND INDEMNIFICATION

5.1 To the extent permitted 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 related costs and expenses (including costs of defense, settlement, and attorneys' fees) ("Claim") 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), 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 the Services or its performance or failure to perform this Agreement. The Contractor shall investigate, handle, respond to, provide defense for and defend any such claims, demands or suits at its sole expense and agrees to bear and to pay timely all other related costs and expenses, even if such claims, demands or suits are groundless, false or fraudulent. The Contractor shall keep the Agency of the status of all pending Claims and shall obtain the Agency's consent prior to settlement of any such Claim.

6. INSURANCE

The Contractor, at its sole expense, provide and main maintain in full force and effect during the term of this Agreement insurance coverage in the type and with the limits and pursuant to the terms provided in **Schedule C**, attached hereto and made a part hereof (the "Required Insurance").

7. TERMINATION AND DEFAULT

7.1 The following shall constitute an Event of Default on the part of the Contractor:

(a) the failure of the Contractor, without the approval of the Agency, to timely receive, transport and deliver solid waste pursuant to the terms of this Agreement;

(b) the failure or refusal of the Contractor to timely perform any other material obligation, including, but not limited to the obligations set forth in Section 1 of this Agreement within seven (7) business days of receipt of notice from the Agency of such failure;

(c) the failure of the Contractor to pay amounts owed by it to the Agency, paid by the Agency on the Contractor's behalf, or otherwise pursuant to the terms of this Agreement within fifteen (15) days of such amount becoming due;

(d) the Contractor's failure to provide during the term of this Agreement, the Required Insurance set forth in Schedule C, attached;

(e) the Contractor's failure to comply, in every aspect, with all applicable NY state and federal laws, rules, regulations, and ordinances in performing the Services pursuant to this Agreement;

(f) the voluntary or involuntary commencement of a proceeding, or other proceeding: (1) seeking liquidation, reorganization or other relief with respect to the Contractor or its debts under any bankruptcy, insolvency or other similar law now or in effect at a future date, (2) seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property;

(g) the general assignment of Contractor's assets, property, stock or equity for the benefit of its creditors;

(h) Contractor's failure to pay its debts as they become due;

(i) any act of the Contractor to authorize any of the foregoing;

(j) placement of a levy or lien of any distress, execution or attachment upon any of the Contractor's property, the absence of which may interfere with the Contractor's performance of the Services (the Agency must establish by a preponderance of the evidence that such levy, lien, execution or attachment will substantially interfere with the Contractor's performance);

(k) any material adverse change in the condition, financial or otherwise, of the Contractor that may interfere with the Contractor's performance of the Services;

(l) any breach by the Contractor of any representation or warranty provided to the Agency pursuant to this Agreement;

(m) the Contractor's loss of any permit necessary or required pursuant to NY state or federal law or regulation or this Agreement to perform the Services; and

(n) the imposition upon the Contractor by any Court or regulatory authority of an order, award, judgment, limitation, requirement, or other action having a negative impact related to or in connection with the Contractor's Services.

7.2 Remedies of the Agency

(a) In the event of the occurrence of any Event of Default of the Contractor pursuant to Section 7.1, the Agency shall, in addition to any other available remedies, be entitled to full contract damages and may, in its absolute discretion terminate this Agreement, upon ten (10) days' written notice to the Contractor.

(b) Upon termination of this Agreement pursuant to this Section 7, 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 pursuant to 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 Contractor shall be liable for and pay to the Agency, or in the Agency's sole discretion, the Agency may set-off and/or deducted from any amount(s) due to the Contractor by the Agency any amount equal to or less than the actual and reasonable costs

incurred by the Agency to fulfill the Contractor's obligations (the "Cost of Obligations"). If the Agency sets-off and/or deducts from any amount(s) due to the Contractor by the Agency less the Cost of Obligations, the Contractor shall be liable for and pay to the Agency the difference between the Cost of Obligations and the amount set-off or deducted by the Agency (the "Remaining Costs"). The Agency shall invoice the Company for the Remaining Costs upon set-off and/or deduction and such invoice shall include the original amount due to the Contractor by the Agency, the Cost of Obligations, the portion of the Cost of Obligations set-off and/or deducted by the Agency, and the Remaining Costs. Upon receipt by the Contractor of the Agency's invoice, the invoice amount shall be immediately due and owing and the Contractor agrees to pay to the amount of the invoice within five (5) business days.

7.3 The following shall constitute an Event of Default on the part of the Agency:

(a) the unexcused failure of the Agency to pay any amount owed by it and due to the Contractor pursuant to this Agreement within ten (10) days of the Agency's receipt of written notice from the Contractor; provided that: (i) such notice may not be issued by the Contractor to the Agency before the first business day following the date on which such payment is due and owing and (ii) the written notice issued by the Contractor must include: the amount owed to it by the Agency for which it is seeking payment pursuant to this Section, the method used by the Contractor to determine the amount owed, and the basis for the amount owed. If the Contractor's notice does not include the information or documentation necessary for the Agency to verify the amount claimed by the Contractor to be owed, the ten (10) day notice period shall be tolled until the Agency, using good faith and customary business standards is satisfied that the Contractor has provided all necessary information or documentation to verify the Contractor's claim; or

(b) placement of a levy or lien of any distress, execution or attachment upon the property of the Agency which will substantially interfere with the Agency's performance pursuant to this Agreement (the Contractor must establish by clear and convincing evidence that such levy, lien, execution or attachment will substantially interfere with the Agency's performance).

7.4 Remedies of the Contractor

(a) If the Agency fails to remedy an Event of Default within ten (10) business days following the receipt by the Agency of written notice from the Contractor pursuant to Section 7.3, above, alleging that an Event of Default has occurred and describing in detail the nature and extent of such Event of Default, the Contractor may terminate this Agreement by providing the Agency no less than thirty (30) days' written notice of termination.

(b) If this Agreement is terminated by the Contractor pursuant to this Section, 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 this Agreement for Services performed prior to the termination, plus (ii) the additional costs actually incurred by the Contractor arising out of the early termination this Agreement.

(c) Within thirty (30) days following termination of this Agreement pursuant to this Section 7, the Agency and the Contractor shall reconcile all amounts then due and payable to each other under the terms of this Agreement. If upon resolution of the Parties' reconciliation, the Parties agree that an outstanding unpaid balance ("Balance Payment") is due by one party (the "owing party") to the other party, the owing party shall pay the other party the Balance Payment within thirty (30) days after the date of such resolution. Except as provided otherwise pursuant to the terms of this Agreement, upon payment in full of the Balance Payment by the

owing party, the duties and obligations of the Parties, other than those obligations which shall survive following the termination pursuant to this Agreement, shall be discharged.

8. UNCONTROLLABLE CIRCUMSTANCES

8.1 (a) If any event of Uncontrollable Circumstances, as defined below, occurs, the Party in default (the "defaulting party") shall, as soon as possible, but no less than three (3) business days provide written notice to the other Party (the "non-defaulting party"). Such notice shall set forth the estimated length of delay or inability to perform and the cause of the delay or inability to perform. Provided that the defaulting party provides the non-defaulting party with such notice in the time and manner set forth above, the defaulting party shall not be in default pursuant to Section 7, above, nor shall such party's delay or inability to perform as a result of the Uncontrollable Circumstance be deemed a violation of the Party's obligations pursuant to this Agreement; moreover, the time for performance of the obligations shall be extended by a period of time, as agreed upon by the Parties in good faith, necessary to overcome the effects of Uncontrollable Circumstances.

(b) For purposes of this Section 8.1, Uncontrollable Circumstances shall be defined as any act, event or condition affecting a Party to the extent it materially and adversely affects the ability of such Party to perform its obligations pursuant to this Agreement, and provided that such act, event or condition is beyond the reasonable control and is not the result of the willful or negligent action, inaction or fault of the defaulting party or any entity a majority of which also controls the defaulting party (an "Affiliated Entity"). Subject to the foregoing, Uncontrollable Circumstances shall include the following:

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

(c) For purposes of this Section 8.1, the following acts and conditions shall not constitute Uncontrollable Circumstances:

- (i) general economic conditions, interest or inflation rates or currency fluctuations;
- (ii) the failure of the Contractor to obtain or maintain any permits, certificates, licenses of equipment or authorizations: (1) in compliance with New York State or federal laws or regulations or (2) necessary to perform the Services pursuant to this Agreement;
- (iii) the financial condition of the Contractor;
- (iv) union work rules, requirements or demands that: (1) necessitates an increase in the number of employees the Contractor must employ to perform the Services or (2) otherwise increases the cost to the Contractor of performing the Services;

- (v) Contractor's equipment failure; and
- (vi) any impact of prevailing wage law, customs or practices on the Contractor's costs.

8.2 (a) The Parties acknowledge and understand that Seneca Meadows Landfill located at 1786 Salcman Road, Waterloo, New York 13165, and defined in Section 1.3 of this Agreement as the Disposal Site, must obtain a modification of its permit from the Department of Environmental Conservation approving the expansion of its Disposal Site (the "Permit Modification").

(b) The Parties further acknowledge and understand that the Disposal Site must receive the Permit Modification within a certain time frame in order for the Disposal Site to complete its expansion prior to December 31, 2025, and that the failure of the Disposal Site: (i) to obtain the Permit Modification within such time frame or (ii) to complete its expansion prior to December 31, 2025, may result in the inability to dispose of the Agency Waste at the Disposal Site and to seek an alternative site to dispose of its waste. For purposes of this Agreement, the failure by the Disposal Site to obtain the Permit Modification and the Agency's need to seek an alternate site to dispose of the Agency Waste, as set forth in this Section, shall be referred to as an "Alternate Site Need".

8.3 (a) If the Agency receives notification from the Disposal Site of an Alternate Site Need, the Agency shall promptly notify the Contractor. Thereafter, and once determined, the Agency shall provide the Contractor with the following information: (i) the new site designated for the disposal of the Agency Waste and the address of such disposal site (the "New Site"); and (ii) the date with the upon which it will be necessary for the Agency to dispose of the Agency Waste at such alternate site ("New Site Date").

(b) Upon determination of the New Site Date and designation by the Agency of the New Site, the Parties shall negotiate the Price of the Services pursuant to the same terms as this Agreement, except that the definition of "Disposal Site" set forth in Section 1.3 shall be amended to reflect the New Site (corporate name and address) and to remove further reference to the Seneca Meadows Landfill located at 1786 Salcman Road, Waterloo, New York 13165 which shall thereafter be referred to as the "Old Disposal Site".

(c) Negotiations between the Parties shall conclude at least one hundred and eighty (180) days prior to the New Site Date (the "Conclusion Date").

(i) If the Parties reach an agreement on price prior to the Conclusion Date, this Agreement shall be amended to define "Price" as set forth in Section 2.1, to be the amount newly agreed upon by the Parties for the Contractor to provide the Services pursuant to this Agreement, and all other terms and provisions of this Agreement shall remain in full force, effective as of the New Site Date and throughout the duration of the Initial Term or any Renewal Term of this Agreement.

(ii) If the Parties are unable to reach an agreement on price prior to the Conclusion Date, the Agency may terminate this Agreement upon written notice to the Contractor no later than sixty (60) days after the Conclusion Date, with termination effective as of the business day immediately preceding the New Site Date.

9. EXECUTORY CONTRACT

The Contractor specifically agrees that this Agreement shall be deemed executory only to the extent of the funds appropriated by the Agency 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 section, term or provision (individually and collectively, "Term") of this Agreement shall become or be held or declared void, illegal or without effect (individually and collectively "Voided") by a court of competent jurisdiction or applicable regulatory authority, or is superseded by any modification or amendment (individually and collectively the "Act"), the remaining Terms shall survive and continue in full force and effect pursuant to this Agreement, and such Voided Terms shall, automatically and by operation of law, as of the Act, be replaced with Terms as similar as may be enforceable under pursuant to New York State law and regulation.

11. COMPLIANCE WITH LAWS

Performance of the Services, or any act in furtherance of the same, pursuant to this Agreement by the Contractor, its agents, employees, or subcontractors shall, in every aspect, comply with all applicable laws, rules, regulations, and ordinances.

12. WAIVER

The waiver, failure to enforce or breach of any provision of this Agreement, by either Party, shall not operate as or be construed as a waiver by such party 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 12401
Attn: Executive Director
m rider@ucrra.org

WITH A COPY TO:

Ulster County Resource Recovery Agency
999 Flatbush Road
P.O. Box 6219
Kingston, New York 12401
Attn: Agency Counsel
kshe@ucrra.org

TO THE CONTRACTOR:

Colucci Trucking, LLC
6770 Martin Street
Rome, New York 13440

14. ASSIGNMENT

Neither this Agreement, nor any right, interest or obligation herein may be assigned, transferred or delegated by the Contractor to any third party without the prior written consent of the Agency. Notwithstanding, the Contractor shall at all times remain fully liable to the Agency to perform all of the duties and obligations of this Agreement.

15. ENTIRE AGREEMENT

This Agreement, including any schedules, exhibits or other documents incorporated by reference, represents the entire agreement between the Parties and supersedes all prior agreements, written and oral, between the Parties, with respect to the subject matter herein. This Agreement may not be amended or modified, except upon written consent 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 Parties have executed this Agreement as of the ____ day of _____, 2025.

Ulster County Resource Recovery Agency

Colucci Trucking, LLC

By: _____
Name: Marc Rider
Title: Executive Director
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

DRAFT

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

On the ____ day of _____, 2024 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(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me the 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 on behalf of which the individual(s) acted, executed the instrument.

Notary Public

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

On the ____ day of _____, 2024 before me, the undersigned, personally appeared _____ 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 the 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 on behalf of which the individual(s) acted, executed the instrument.

Notary Public

SCHEDULE A
DIESEL FUEL ALLOTMENT, USES, RULES AND REQUIREMENTS

DRAFT

SCHEDULE B
GENERAL RULES AND REGULATIONS FOR CONTRACTORS PROVIDING
SOLID WASTE TRANSPORTATION SERVICES

All Contractors shall comply with all directives posted at the Transfer Station sites by the Agency, as well as the following:

1. Contractors must use 53-foot walking/tipping floor trailers that are leak proof and have waterproof tarps.
2. All Contractors are required to work the following Saturday of a major holiday week.
3. All loading will occur between the hours of 6:00 am and 3:30 pm.
4. All fueling of trucks will occur between the hours of 6:00 am to 4:00 pm.
5. Contractors with missed loads staying overnight are responsible for their equipment and their personnel must remain with the equipment at all times (no roaming the site).
6. All Contractors are responsible for disposing of their loads at the appropriate landfill in accordance with the rules, regulations and directives of the landfill.
7. All drivers, co-drivers, passengers, or family members are required to stay with their vehicles at all times.
8. The New York State Thruway must be used for transporting solid waste. Routes from the Transfer Stations to the Thruway will be as ordered by the Agency.
9. All loaded trailers at the Transfer Station must be tarped using fall protection before exiting the loading pit.
10. No disruption of the Agency's operations, foul language, public lewdness or line-gouging gouging will be tolerated.
11. Backups are required for tractors or trailers that break down.
12. Equipment must have suspension pressure gauges.
13. Fuel allotment must used by the end of each month. Balances will not be carried over. Fuel allotment shall not be used for the Contractor's operation of spare tractors (yard dogs) at the Transfer Station.
14. All landfill tickets must be submitted by Monday of each week for prior week loads.
15. Fall protection must be utilized at all times on Agency site.
16. If requested by the Agency, long haul drivers must submit proof of overweight permits for each power unit and trailer.
17. No loaded spare trailers staged outside transfer stations or entrance road into the facility.
18. All tractor-trailer dispatched a day in advance are required to be on site by 3:00 p.m.
19. Smoking on site is prohibited at all times.
20. Drivers must remain outside of scale house at all times.
21. Drivers must sign the export ticket for their power unit.
22. Export trailers cannot leave the facility unless driver has a signed ticket and a manifest form when required.

23. No driver is allowed to change the destination on export tickets without the consent of the Agency Executive Director or Director of Operations and Safety.
24. All agency buildings are protected by alarms. No tampering with doors or windows.
25. The Agency is not responsible for delays or closures at the final disposal site(s). It is the responsibility of the hauler to ensure replacement trucks and trailers are available so that the total number of scheduled trucks still arrives at the Agency.

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**SCHEDULE C
ULSTER COUNTY RESOURCE
RECOVERY AGENCY REQUIRED INSURANCE**

I. CONDITIONS OF INSURANCE

Unless otherwise authorized by the Ulster County Resource Recovery Agency (the "Agency"), strict adherence to this schedule is required. Any deviation without prior authorization from the Agency will delay the review and approval of your application.

The Contractor shall submit copies of any or all required insurance documents as and when requested by the Agency.

The Contractor's compliance with the Agency's insurance requirements shall in no way be interpreted to be as a limitation of the Contractor's liability pursuant to this Agreement.

II. CERTIFICATES OF INSURANCE

The Contractor shall attach all proper Certificates of Insurance to its permit application. The Agency will not review permit applications or issue permits until it has received a complete application. An application will not be considered complete until the documents required as attachments to the application have been provided to the Agency, including but not limited to Certificates of Insurance, as set forth in this schedule.

Each Certificate of Insurance shall include:

- a. Name and address of insured
- b. Issue date of certificate
- c. Insurance company name
- d. Type of coverage in effect
- e. Policy number
- f. Inception and expiration dates of policies included on the certificate
- g. Limits of liability for all policies included on the certificate
- h. **"Certificate Holder" for all certificates shall be the Ulster County Resource Recover Agency, 999 Flatbush Road, P.O Box 6219, Kingston, New York 12402.**

If the Contractor's insurance policies are non-renewed or canceled, or should expire during the term of this Agreement, the Agency shall be provided with a new certificate indicating the replacement policy information as requested above. The Agency requires thirty (30) days prior written notice of cancellation [ten (10) days for non-payment of premium] from the Insurer, its agents or representatives.

The Contractor agrees to indemnify the Agency for any applicable deductibles and self-insured retentions.

III. WORKERS' COMPENSATION AND DISABILITY INSURANCE

The Contractor shall take out and maintain during the term of this Agreement, Workers' Compensation (WC) Insurance and Disability Benefits (DB) Insurance in the statutorily required amount, for all of its employees employed at the site of the project and shall provide Certificates of Insurance evidencing this coverage to the Agency. If the Contractor is exempt from providing WC or DB Insurance for its employees, it shall provide the Agency with proof of its exemption (form CE-200 attesting to the fact that it is exempt from providing WC and/or DB Insurance coverage for all of its employees).

The manner of proof related to WC and DB Insurance is controlled by New York State Laws, Rules and Regulations. "ACORD" forms are not acceptable proof of WC and/or DB Insurance. Acceptable proof of WC and DB insurance coverage can be obtained from Contractor's Insurance Agent.

IV. WORKERS' COMPENSATION REQUIREMENTS

The Contractor must provide the Agency with one of the following:

- Form C-105.2 - "Certificate of NYS Workers' Compensation Insurance";
- Form U-26.3 - "Certificate of Workers' Compensation Insurance" issued by the New York State Insurance Fund;
- Form SI-12 - "Affidavit Certifying that Compensation has Been Secured" issued by the Self-Insurance Office of the Workers' Compensation Board (if the Contractor is self-insured);
- Form GSI-105.2 - "Certificate of Participation in Workers' Compensation Group Self-Insurance" issued by the Self-Insurance administrator of the group; or
- Form GSI-12 - "Certificate of Group Workers' Compensation Group Self-Insurance" issued by the Self-Insurance Office of the Workers' Compensation Board if the Contractor is self-insured.

If the Contractor is not required to carry WC coverage, it must submit Form CE-200 - "Certificate of Attestation of Exemption" from New York State Workers' Compensation and/or Disability Benefits Insurance Coverage. This form and the instructions for completing it are available at <http://www.wcb.ny.gov>.

V. DISABILITY BENEFITS REQUIREMENTS

The Contractor must provide the Agency with one of the following:

- Form DB-120.1 - "Certificate of Insurance Coverage Under the NYS Disability Benefits Law";
- Form DB-155 - "Compliance with Disability Benefits Law" issued by the Self-Insurance Office of the Workers' Compensation Board if the Contractor is self-insured.

If the Contractor is not required to carry DB Insurance coverage, it must submit Form CE-200, "Certificate of Attestation of Exemption" from New York State Workers' Compensation and/or Disability Benefits Insurance Coverage. This form and the instructions for completing it are available at <http://www.wcb.ny.gov>.

VI. EMPLOYER'S LIABILITY OR SIMILAR INSURANCE

Employer's Liability or similar insurance shall be provided by the Contractor in an amount not less than **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS** for each occurrence.

VII. COMMERCIAL GENERAL LIABILITY INSURANCE

The Contractor shall obtain and maintain during the term of this Agreement, such bodily injury liability and property damage liability insurance as shall protect it and the Agency from claims for damages for bodily injury including accidental death, as well as from claims for property damage that may arise from performance by the Contractor of Services pursuant to this Agreement, regardless of whether the Services are performed by the Contractor, or its subcontractor, or by anyone directly or indirectly employed by either of them.

It shall be the sole responsibility of the Contractor to maintain such insurance in amounts sufficient to fully protect itself and Agency, but in no instance shall amounts be less than the minimum acceptable levels of coverage set forth below:

- Bodily Injury Liability and Property Damage Liability Insurance in an amount not less than **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS** for each occurrence, and in an amount not less than **TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS** general aggregate.

Other Conditions of Commercial General Liability Insurance:

- a. Coverage shall be written on Commercial General Liability form
- b. Coverage shall include (i) Contractual Liability; (ii) Independent Contractors; and (iii) Products and Completed Operations
- c. "Additional Insured" status shall be granted to "Ulster County Resource Recovery Agency, 999 Flatbush Road, P.O. Box 6219, Kingston, New York, 12402" shown on the Commercial General Liability policy, further stating that this insurance shall be primary and non-contributory with any other valid and collectable insurance.

VIII. UMBRELLA LIABILITY OR EXCESS LIABILITY INSURANCE

Umbrella Liability or Excess Liability Insurance shall be provided by the Vendor in an amount not less than **TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS**.

NOTE: As long as all minimum underlying limits have been met, insurance limits may be a total combined limit of the Umbrella/Excess Liability limits and the underlying liability insurance limits.

The Umbrella/Excess Liability coverage **MUST** be written on a follow-form (drop down) basis *to* the underlying insurance coverage with no additional exclusions.

"Additional Insured" status shall be granted to "Ulster County Resource Recovery Agency, 999 Flatbush Road, P.O Box 6219, Kingston, New York, 12402", shown on the Umbrella policy, further stating that this insurance shall be primary and non-contributory with any other valid and collectable insurance.

VIII. AUTOMOBILE LIABILITY INSURANCE

Automobile Bodily Injury Liability and Property Damage Liability Insurance shall be provided by the Contractor, with a minimum Combined Single Limit (CSL) of **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS.**

Coverage shall include:

- a. All owned vehicles
- b. Any hired automobile
- c. Any non-owned automobile
- d. "Additional Insured" status shall be granted to "Ulster County Resource Recovery Agency, 999 Flatbush Road, P.O Box 6219, Kingston, New York, 12402", shown on the Auto Liability policy, further stating that this insurance shall be primary and non-contributory with any other valid and collectable insurance.