

**ULSTER COUNTY RESOURCE RECOVERY AGENCY
RESOLUTION NO. 2681**

RE: Authorizing and Approving the First Amendment to the Transportation Agreement between UCRRA and Mr. Bult's Inc (MBI)

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

WHEREAS, Mr. Bult's Inc a/k/a MBI ("MBI") is a corporation that provides for the transportation of solid waste (including MSW and Construction and Demolition Debris) from transfer stations to disposal sites; and

WHEREAS, the Agency and MBI have entered into a solid waste transportation agreement, dated December 27, 2024, (the "Agreement"), pursuant to which MBI shall (i) transport the Agency's solid waste from the Ulster Transfer Station located at 999 Flatbush Road, Kingston, NY 12401, (except for up to 20,000 tons per year, which shall be transported by the Agency to WM Greenridge RDF), and (ii) dispose of said solid waste at the Seneca Meadows Landfill located at 1786 Salaman Road, Waterloo, NY 13165, upon certain terms and conditions pursuant the Agreement; and

WHEREAS, the Agreement will terminate as of December 31, 2026, but includes three (3) consecutive one (1) year renewal periods, which shall apply with the mutual consent of the Agency and MBI; and

WHEREAS, the Agency and MBI desire to renew the Agreement for a period of one (1) year and continue the services through December 31, 2027 at the same price rate; and

NOW, THEREFORE, BE IT

RESOLVED, that the Ulster County Resource Recovery Agency does hereby authorize and approve the extension of the Agreement with MBI for services through December 31, 2027 at the same price rate, unless otherwise terminated upon mutual consent of the parties; and be it,

FURTHER RESOLVED, That the First Amendment to the Agreement attached hereto as Exhibit 1 and made a part of this Resolution, is authorized and approved; and be it,

FURTHER RESOLVED, that the attached Exhibit 1 is a draft of the First Amendment to 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 First Amendment to the Agreement; and be it

FURTHER RESOLVED that the Executive Director of the Agency is hereby authorized and empowered to execute said First Amendment to the 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 and its amendment(s), and be it

FURTHER RESOLVED, that this Resolution shall take effect immediately.

Moved by: _____ Seconded by: _____

Vote: Ayes: _____ Nays: _____ Absent: _____

Date: August 27, 2026

Financial Impact: Attached

Draft

**FIRST AMENDMENT TO AGREEMENT FOR SOLID WASTE TRANSPORT
SERVICES BETWEEN THE ULSTER COUNTY RESOURCE
RECOVERY AGENCY AND MR. BULT'S INC. A/K/A MBI**

This First Amendment to Agreement ("**First Amendment**") is made as of the ____ day of _____, 2026, by and between the **Ulster County Resource Recovery Agency** with an address at 999 Flatbush Road, Kingston, New York 12401 (the "**Agency**") and **Mr. Bult's Inc. a/k/a/ MBI** with offices at 2627 E 139th Street, Burnham, Illinois 60633 (the "**Contractor**"), and amends the **Agreement for Solid Waste Transport Services**, dated as of **27th of December, 2024** (the "**Agreement**"), between the Agency and the Contractor. The Agency and the Contractor shall each be referred to individually as a "**Party**" and collectively, as the "**Parties**".

WITNESSETH:

WHEREAS, the Agency and Contractor have entered into an agreement for solid waste transport services, dated December 27, 2024 (the "**Agreement**"), upon certain terms and conditions; and

WHEREAS, the Agreement, which will terminate as of December 31, 2026, includes three (3) consecutive one (1) year renewal terms, upon the Parties' mutual consent, per Paragraph 3.1 of the Agreement; and

WHEREAS, the Parties desire to amend the Agreement to extend the Term of the Agreement for a period of one (1) year, at the same price rate of \$44.61 per ton, notwithstanding the prices set forth in the Agreement;

NOW, THEREFORE, 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. Per Paragraph 3.1 of the Agreement, the Parties shall exercise the renewal clause of the Agreement for a **period of one (1) year** and continue services at the same price rate as 2026, for the Renewal Term beginning from **January 1, 2027 through December 31, 2027**, unless terminated earlier as provided herein, notwithstanding any contrary provision contained in the Agreement.
2. Paragraph 1.3 entitled, "Scope of Work" is hereby amended by striking "20,000 tons per year" and replacing with "up to 5,000 tons per year", thereby representing that up to 5,000 tons per year of solid waste shall be transported by the Agency and disposed of at WM Greenridge RDF.
3. Notwithstanding any contrary provision contained in the Agreement, Section 2 "**Price**" Paragraph 2.1 of the Agreement is hereby amended by striking "2027 - \$46.17 per ton"

(which represents the rate of price for 2027), and replacing with "2027 - \$44.61 per ton", which represents the parties' agreed upon rate for the 2027 renewal year.

4. Except as amended by this First Amendment, the Parties agree that the terms and condition of the Agreement in all other respects shall remain in full force and effect in accordance with its original terms.

IN WITNESS WHEREOF, the Agency has executed this First Amendment on the ____ day of ____, 2026, and the Contractor has executed this First Amendment the ____ day of ____, 2026.

Ulster County Resource Recovery
Agency

Mr. Bult's Inc. a/k/a MBI

By: _____
Marc Rider
Executive Director

By: _____
Tony Schmidt
President