

ULSTER COUNTY RESOURCE RECOVERY AGENCY

RESOLUTION NO. 2682

RE: Authorizing and Approving First Amendment to Transportation Agreement between Agency and 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, the Agency and Colucci have entered into a transportation agreement, dated December 24, 2024, 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 Meadows Landfill located at 1786 Salcman Road, Waterloo, NY 13165, upon certain terms and conditions (the "Agreement"); and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the Agency does hereby authorize and approve the extension of the Agreement with Colucci for services through December 31, 2027, 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 First Amendment to the Agreement, 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

**FIRST AMENDMENT TO AGREEMENT FOR SOLID WASTE TRANSPORT
SERVICES BETWEEN THE ULSTER COUNTY RESOURCE
RECOVERY AGENCY AND COLUCCI TRUCKING, LLC**

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 **Colucci Trucking, LLC** with offices at 6770 Martin Street, Rome, NY 13440 (the "**Contractor**"), and amends the **Agreement for Solid Waste Transport Services**, dated as of **24th 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 24, 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;

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 for the Renewal Term beginning from January 1, 2027 through December 31, 2027, unless terminated earlier as provided herein.
2. 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, including the Price for Services at a rate of \$41.25 per ton for 2027.

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

Colucci Trucking, LLC

By: _____

By: _____

Marc Rider

Thomas Colucci

Title: Executive Director

Title: