ULSTER COUNTY RESOURCE RECOVERY AGENCY
RESOLUTION NO. 2694

RE: Authorizing and Approving New Paltz Transfer Station Agreement

WHEREAS, the Ulster County Resource Recovery Agency ("Agency") and the Town of New Paltz ("Town) have entered into an agreement for solid waste management services, dated September 30, 2016 ("Agreement"), upon certain terms and conditions, including the lease of the existing Town landfill; and

WHEREAS, the Agreement will terminate as of December 31, 2026, representing the completion of the "Initial Term" of the Agreement; and

WHEREAS, the parties have completed negotiations for a new Transfer Station Agreement; and

WHEREAS, the parties desire to enter into a new Agreement effective January 1, 2027 through December 31, 2036;

NOW, THEREFORE BE IT,

RESOLVED, that the Agency Board does hereby authorize and approve the Transfer Station Agreement with the Town that is attached hereto, in the same form and substance as presented to this meeting, or with such non-substantive changes as approved by Agency Counsel and Executive Director; and be it

FURTHER RESOLVED, that the Executive Director of the Agency is authorized to sign the Agreement and the Executive Director and Agency staff are hereby authorized to take all steps necessary to implement the First Amendment, and be it

FURTHER RESOLVED, that this Resolution shall take effect immediately.

Moved by: Seconded by:

Vote: Ayes: _____ Nays: _____ Absent: _____

Date: November 12, 2026

Financial impact: See attachment

TRANSFER STATION AGREEMENT

Between

ULSTER COUNTY RESOURCE RECOVERY AGENCY

And

TOWN OF NEW PALTZ

Dated as of January 1, 2027

TRANSFER STATION AGREEMENT BETWEEN ULSTER COUNTY RESOURCE RECOVERY AGENCY AND TOWN OF NEW PALTZ

This Agreement is made as of January 1, 2027 between the ULSTER COUNTY RESOURCE RECOVERY AGENCY ("UCRRA"), 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 NEW PALTZ, a municipal corporation of the State of New York having its principal offices at Town Hall, P.O. Box 550, New Paltz, New York 12561 (the "Town"):

W I T N E S S E T H:

WHEREAS, the Agency and the Town have entered into a certain Transfer Station Agreement dated June 1, 1996, as amended (the "1996 Transfer Station Agreement") which provides for, among other things, the lease of the existing Town landfill (the "Landfill") to the Agency for disposal of certain Solid Waste; and

WHEREAS, the Agency has determined that the regional transfer station in the Town (the "Facility") is needed to receive and process Solid Waste and Regulated Recyclable Materials generated in the Municipalities, including the Town; and

WHEREAS, the Agency and Town have entered into subsequent similar Transfer Station Agreements, including the latest Transfer Station Agreement, dated September 30, 2016, which ended September 30, 2026 (the "2016 Transfer Station Agreement"); and

WHEREAS, the Town and the Agency desire to establish a new transfer station service agreement, pursuant to which the Agency shall operate on land near the Landfill to be leased by the Town to the Agency as defined by **Exhibit "A"** herein;

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

Section 1: Definitions

For the purpose of this Agreement, the following words and terms shall have the respective meanings set forth below, unless the context otherwise requires:

- "1996 Transfer Station Agreement" means the agreement between the Agency and the Town dated as of June 1, 1996, as amended, providing for the lease of the Landfill and solid waste services by the Agency to the Town from about 1996 to 2016.
- "2016 Transfer Station Agreement" means the latest agreement between the Agency and the Town dated as of September 30, 2016, providing for the lease of the Landfill and solid waste services by the Agency to the Town from about 2016 to September 30, 2026.

- "2026 Transfer Station Agreement" or "Agreement" means this Transfer Station Agreement and any supplements and amendments hereto made in conformity with the terms hereof.
- "2026 Municipal Solid Waste Management Agreements" means the agreements between the Agency and the (17) Towns and Municipalities, providing for solid waste services by the Agency to the Towns from 2026 to 2030.

- "Act" means Article 13-G of the Public Authorities Law of the State.
- "Agency" means Ulster County Resource Recovery Agency, a corporate governmental agency constituting a public benefit corporation of the state duly organized and existing under the laws of the State, and any body, board, authority, agency or other political subdivision of the State which shall hereafter succeed to the powers, duties and functions of the Agency.
- "Agreement" means this Transfer Station Agreement and any supplements and amendments hereto made in conformity with the terms hereof.
- "County" means the County of Ulster, State of New York.
- "Effective Date" means the date the Agency and the Town enter into the new agreement.
- "Facility" means a regional transfer station previously constructed by the Agency on land leased from the Town pursuant to this Agreement, including structures, systems, fixtures, equipment, access roads and all other things necessary to provide for the receipt, weighing, processing, and transfer of Solid Waste and Regulated Recyclable Materials, which shall be operated by the Agency pursuant to this Agreement.
- "Municipal Solid Waste" or "MSW" shall mean that Solid Waste which is generated at residences, institutions, businesses, or other properties, exclusive of Construction and Demolition Debris and Recyclable Materials that have been separated from MSW.
- "Recyclable Materials" shall mean any Solid Waste that exhibits the potential to be returned to the economic resource stream in the form of raw materials to be used in place of virgin materials in the manufacture of new products.
- "Regulated Recyclable Materials" means newspaper, mixed paper, glass bottles, jugs and jars, metal cans, plastic bottles and jugs, plastic, corrugated cardboard, paperboard and any other materials as may be designated by the Agency in accordance with Ulster County Code Section 304-9.
- "Site" means the site for the Facility in which the Agency will lease from the Town to operate, as defined by **Exhibit A**.
- "Solid Waste" shall mean all materials or substances discarded or rejected within the County of Ulster as being spent, useless, worthless, or in excess to the owners at the time of such discard or rejection, including, but not limited to garbage, refuse, industrial and commercial waste, sludges from air or water pollution control facilities or water supply treatment facilities, rubbish, ashes, contained gaseous materials, incinerator residue, demolition and construction debris and offal, but not including sewage and other highly diluted water-carried materials or substances and those in gaseous form, source, special nuclear or by-product material within the meaning of the Atomic Energy Act of 1954, as amended, and waste which appears on the list of hazardous waste promulgated by the Commissioner of Environmental Conservation pursuant to Section 27-0903 of the Environmental Conservation Law.

- "Solid Waste Management Plan" means the plan for management of Solid Waste in the County approved by the State Department of Environmental Conservation ("DEC") on December 3, 1991, as amended from time to time pursuant to law.
- "State" means the state of New York.
- "Town" means the Town of New Paltz.

Section 2: Term of Agreement

Unless otherwise terminated upon default as provided in Section 9, hereof, this Transfer Station Agreement shall be in full force and effect and be legally binding upon the Agency and the Town on the Effective Date.

This Transfer Station Agreement shall remain in full force and effect for ten (10) years through December 31, 2036 (the "Initial Term"). The Agreement may be renewed after the expiration of the Initial Term upon mutual agreement.

Notwithstanding the above, the Agency may terminate this Agreement if it determines to cease operations at the Facility because the Facility is no longer required. Upon termination of this Agreement, the Agency shall remove from the site for the facility (the "Site"), the scale house, scale building and compactors, roll-offs and other equipment.

Section 3: Provision of the Facility by the Agency

The Agency will lease the land for the Facility from the Town and the Site for the facility is more fully described in **Exhibit "A"** annexed hereto and being a part of this Agreement for the price of **$23,000.00** to be paid upon execution of this Agreement, which shall be (10) ten years. The Agency shall also pay the Town an annual fee of **$7,500.00** per year. Said sum to be paid in semi-annual installments of **$3,750.00** with the host community payment for expenses incurred by the Town in preserving traffic safety.

Section 4: The Agency's Operating Obligation at the Facility

During the term of this Agreement, the Agency will provide, or cause to be provided, at the Facility, the service of accepting, weighing, processing and transferring Solid Waste and Regulated Recyclable Materials brought to the Facility by person(s), companies and others allowed by the Agency, including licensed haulers in accordance with this Agreement, specifically **Exhibit "B"** annexed hereto. The Agency shall operate the Scale House at the Facility, and all materials accepted by the Agency at the Facility shall be weighed by the Agency at the Scale House. The Agency shall maintain, repair, replace and close the Facility.

Section 5: The Town's Operating Obligations

The Town shall plow snow from and to the Facility and around the areas to the Facility for access and shall perform "Normal Annual Maintenance" on Clearwater Road leading to the Facility. The Parties understand that it is the Town's responsibility to maintain issues with regard to roadway repairs, pavement deterioration, drainage issues, or truck-related impacts.

"Normal Annual Maintenance" shall include routine municipal roadway maintenance activities such as:

i. Pothole repair and patching;
ii. Crack sealing;
iii. Grading and shoulder maintenance;
iv. Ditch cleaning and drainage maintenance;
v. Culvert inspection and cleaning;
vi. Tree and brush trimming within the roadway right-of-way;
vii. Sign maintenance and replacement;
viii. Snow plowing and ice control;
ix. Minor pavement repairs; and
x. Surface stabilization of road shoulders.

Section 6: The Agency's Fees and Charges

The Agency shall establish in accordance with the procedure set forth in the 2026 Municipal Solid Waste Management Agreements -on an annual basis such fees and charges as it deems necessary and proper for the people who use the Facility to pay to cover the costs of utilizing the Facility and providing the service under this Agreement, tipping fee at the Facility, which shall include a transportation fee for costs of transferring the Solid Waste and Regulated Recyclable Materials to other facilities. Vehicles of people who use the Facility shall be weighed in and weighed out of the Facility.

Section 7: Insurance

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 the extent commercially available, or shall establish a self-insurance program, acceptable to the Town, to cover the operation of the Facility, including the implementation of the contingency plan. The Town 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 in limits of not less than Two Million Dollars combined single limits.

The Agency shall furnish the Town with certificates for the insurance provided for above and shall provide renewals therefor, when due, during the term of this Agreement.

Section 8: Agency's Indemnification with Respect to the Facility

The Agency agrees that it will protect, indemnify, and hold harmless the Town and its officers, employees and agents (collectively, the "Indemnified Parties") from and against all

liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and attorneys' fees, and will defend the Indemnified Parties in any suit, including appeals, for personal injury to, or death of, any person or persons, or loss or damage to property arising out of the construction and operation of the Facility, or the performance (or non-performance) of the Agency's obligations under this Agreement.

The Agency shall not, however, be required to reimburse or indemnify any Indemnified Party for loss or claim due to the negligence of any Indemnified Party, and the Indemnified Party whose negligence is adjudged to have been the primary cause of such loss or claim will reimburse the Agency for the costs of defending any suit as required above. In the event of multiple faults, the Agency and any Indemnified Party shall share such loss or claim based upon the percent of fault attributable to each party as determined by a Court.

An Indemnified Party shall promptly notify the Agency of the assertion of any claim against it for which it is so entitled to be indemnified, shall give the Agency the opportunity to defend such claim, and shall not settle such claim without the approval of the Agency.

These indemnification provisions are for the protection of the Indemnified Parties only and shall not establish, of themselves, any liability to third parties.

Section 9: Default

(a) **Default by the Agency**. The occurrence of any of the following shall constitute a default by the Agency:

(1) The failure on the part of the Agency to maintain insurance as agreed; or
(2) The failure on the part of the Agency to observe or perform any of the other material terms of this Agreement on the part of the Agency to be observed and performed; or
(3) The cancellation of the Agency's power to act by judicial decree, legislative enactment or otherwise; or
(4) The filing of a petition in bankruptcy or the petition for any other relief from creditors under any Federal or State law, as well as an assignment for the benefit of creditors, or the appointment of a Receiver.

(b) **Default by the Town.**

The failure on the part of the Town to observe or perform any of the material terms of this Agreement on the part of the Town to be observed and performed. In the event of any default as set forth in this paragraph above, the non-defaulting party may give written notice to the defaulting party calling attention to the existence of such failure.

If the failure is not cured within thirty (30) days after notice thereof, and the defaulting party is the Agency, then the Agency shall remove its building, equipment and effects from the Site, and the Town shall have all other remedies provided by law or equity or contract. If the

defaulting party is the Town, the Agency shall have all remedies provided by law or equity or contract.

Notwithstanding the above, if the failure is of such a nature that it cannot reasonably be fully cured within the thirty (30) day period after notice, the defaulting party shall not be in default if it commences a cure within the thirty day period and thereafter diligently proceeds with all action necessary to complete such cure within a reasonable time.

In the case of any default by the Agency, the Town may recover against the Agency any legal money damages or costs and expenses permitted in an action at law or equity as may be justified under all the circumstances.

In case of any default, the Agency shall have the right and obligation to remove the building within six months from termination of the Agreement. The Agency shall also remove all Solid Waste and the leachate collection system, and shall regrade and seed the area. If the Agency does not remove the building within the six month period, it will become the property of the Town.

If any party defaults in the performance of any of the provisions of this Agreement, and if the other party institutes and prevails in a legal proceeding to enforce the performance of such provisions by the defaulting party, then the defaulting party shall pay to the other party the costs and expenses incurred by the other party, including reasonable attorney's and or other professional fees incurred in connection with such proceeding. In the event of such legal proceeding, if before judgment is, or can be entered, the defaulting party shall comply with the term or condition of this Agreement in default or enter into a compromise with respect thereto, providing for the payment of any monies or consenting to any of the relief sought in such proceedings, then and in that event, the legal proceeding instituted shall be deemed to have ended in favor of the non-defaulting party.

Section 10: Amendment of Agreement

This Agreement may be amended, waived, modified, and supplemented at any time by agreement of the parties. Any amendment to this Agreement so consented to as provided above shall be by written agreement, duly authorized and executed by the Agency and the Town.

Section 11: Notices

Any Notice of communication required or permitted hereunder shall be in writing and sufficiently given if delivered in person or sent by certified or registered mail, postage prepaid as follows:

If to the Town: Supervisor
Town of New Paltz
Town Hall, P.O. Box 550
New Paltz, New York 12561

If to the Agency: Ulster County Resource Recovery Agency
Attention: Executive Director

999 Flatbush Road
Kingston, New York 12401

With Copy by email to: Executive Director, mrider@ucrra.org and
Agency Counsel, nlam@ucrra.org

Changes in the respective addresses to which such notices may be directed may be made from time to time by any party by notice to the other party.

Section 12: Severability

If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement and this Agreement shall be construed and enforced as if such invalid and unenforceable provision had not been contained herein.

Section 13: Execution of Documents

This Agreement may be executed in any number of counterparts, any of which shall be regarded for all purposes as an original and all of which shall constitute but one and the same instrument. Each party agrees that it will execute any and all deeds, documents or other instruments, and take such other action as is necessary to give effect to the terms of this Agreement.

Section 14: Entirety

This Agreement merges and supersedes all prior negotiation, representations and agreements, except the 2026 Municipal Solid Waste Management Agreements, between the parties hereto relating to the subject matter hereof and constitutes the entire agreement between the parties hereto in respect thereof, all prior negotiations, representations and agreements, except the 2026 Municipal Solid Waste Management Agreements , whether oral or written, having been merged herein.

Section 15: Waiver

Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement will impair such right or shall be construed to be a waiver thereof, but which right may be exercised from time to time and as often as may be deemed expedient. Any waiver must be in writing and signed by the party granting such waiver. If any covenant or agreement contained in this Agreement is breached by any party and thereafter waived by any other party, such waiver will be limited to the particular breach so waived and will not be deemed to waive any other breach under this Agreement.

Section 16: Governing Law and Jurisdiction

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.

Section 17: References and Headings

Except as otherwise indicated, all references herein to Sections are to Sections of this Agreement. Section headings herein have been inserted for convenience of reference only and will not limit, expand or otherwise affect the construction of this Agreement. Capitalized terms not defined herein may have the meaning ascribed to them in the Act or the 2026 Municipal Solid Waste Management Agreements.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or representatives as of the day and year first above written.

ULSTER COUNTY RESOURCE RECOVERY AGENCY

By: _____
Marc Rider, Executive Director

TOWN OF NEW PALTZ

By: _____

EXHIBIT "A"

CLOUGH, HARBOUR & ASSOCIATES
ENGINEERS, SURVEYORS, PLANNERS & LANDSCAPE ARCHITECTS

III WINNERS CIRCLE
P.O. BOX 5269 • ALBANY, NEW YORK 12205-0269
TEL: 518-453-4500 • FAX: 518-458-1795

SUGGESTED LEGAL DESCRIPTION

FOR LEASED LANDS OF

ULSTER COUNTY RESOURCE RECOVERY AGENCY

All that tract, piece or parcel of land situate in the Town of New Paltz, County of Ulster and State of New York, being more particularly bounded and described as follows:

Commencing at a point in the northerly boundary of lands now or formerly of the Town of New Paltz, said point being in the division line between lands of said Town of New Paltz on the south and lands now or formerly of Silas Wheelock Smith et al. as described in Liber 2243 of Deeds at Page 122 on the north, said point also being the northwesterly corner of the parcel of land conveyed to the Town of New Paltz by Harry S. Dishart in Liber 1091 of Deeds at Page 737 and the northeasterly corner of lands conveyed to the Town of New Paltz by Mary C. Wilson in Liber 1210 of Deeds at Page 349 (North Parcel); thence South 34° 25' 06" East, 676± feet to the point of beginning; thence from said point of beginning through lands of said Town of New Paltz the following nine (9) courses and distances:

1) South 34°-19'-25" East, a distance of 98.26 feet to a point;

2) South 23°-48'-43" East, a distance of 94.57 feet to a point;

3) South 23°-57'-16" East, a distance of 84.33 feet to a point;

4) South 32°-21'-49" East, a distance of 26.53 feet to a point;

5) South 36°-00'-50" East, a distance of 91.71 feet to a point;

6) South 38°-04'-27" East, a distance of 110.45 feet to a point;

7) South 51°-55'-33" West, a distance of 369.36 feet to a point;

8) North 38°-34'-51" West, a distance of 500.02 feet to a point;

9) North 51°-55'-33" East, a distance of 430.02 feet to the point or place of beginning, containing 196,081 square feet or 4.50 acres of land more or less.

Subject to all rights, easements, covenants and restrictions of record.

Subject to any state of facts an up-to-date abstract of title would disclose.

EXHIBIT "B"

Hours: The Facility will be open on Mondays through Friday from 6:00am to 3:00pm. At the Agency's discretion, it may be open longer in accordance with the NYS Department of Environmental Conservation permit.

Residential Users of Facility: Residential Users are not permitted to use the Agency's facility.

General Operating Procedures: The Agency shall operate the Facility in accordance with NYS Department of Environmental Conservation Regulations and its NYS Department of Environmental Conservation Permit.

Host Community Payment: As the host community, the Town shall receive a host community benefit payment of $1.73 per ton of solid waste received at the regional transfer station, to be paid twice yearly due on January 31st and July 31st and to be adjusted annually by the Consumer Price Index (Northeast Region Series ID CUUR0100AA0) based upon the CPI in effect the prior July, beginning with the effective date of January 1, 2027 (the first six month calculation period will be January 2027 to June 2027 and the first payment due on July 31, 2027).

Lease: The Lease is non-transferable by the Ulster County Resource Recovery Agency.