

**LEACHATE HAULING AGREEMENT BETWEEN THE  
ULSTER COUNTY RESOURCE RECOVERY AGENCY  
AND THE TOWN OF HURLEY  
DATED AS OF JANUARY \_\_\_\_ 2024**

17 5.1

**THIS AGREEMENT TO TRANSFER LEACHATE** dated as of January \_\_\_\_, 2024 between the ULSTER COUNTY RESOURCE RECOVERY AGENCY, 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 HURLEY, a municipal corporation of the State of New York having its principal offices at the Town Hall, 10 Wamsley Place, Hurley, New York 12433 (the “Town”);

**WITNESSETH:**

**WHEREAS**, the parties desire to enter into the Agreement to provide that the Agency shall collect, transport and dispose of leachate generated at the Town’s closed municipal solid waste landfill (the “Town Landfill”) and

**WHEREAS**, it is the desire of the parties to implement such arrangement and to set forth below the terms and conditions of such arrangement;

**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:

The Agency agrees to collect, transport, and dispose of leachate generated at the Town Landfill on an on-call basis. Disposal shall be at the City of Kingston Wastewater Treatment facility only.

1. The Agency shall comply with all applicable State and Federal regulations pertaining to the collection, transportation and disposal of leachate.

2. The Town will ensure that the leachate that is to be picked up and hauled by the Agency is within permitted limits to haul to the City of Kingston Wastewater Treatment Plant and will perform all testing, as necessary, to remain in compliance. The town shall periodically perform all testing necessary to remain in compliance with both State and City of Kingston rules and regulations.
3. The Town shall call the Agency's dispatch phone number, 845-336-7820, for pick up before 1:00 p.m. the day prior to the requested transfer and collection of leachate from the landfill.
4. The Agency shall use its best efforts to promptly collect leachate after proper notification from the Town. The Agency will use its best efforts to make pick-ups within 24 hours of proper notification provided that the Agency drivers are available. It is understood that the Agency's leachate pick-ups are a priority and will be given priority over Town leachate pick-ups.
5. The Agency shall charge the Town \$285 per pull. The Agency shall bill the Town monthly for such service. The Town agrees to audit and pay the invoice within thirty days of receipt. The parties agree that the Agency's service is for pumping and transport of leachate only.
6. The town shall be billed and shall pay the actual cost of disposal directly to the City of Kingston Wastewater Treatment Plant.
7. The term of this Agreement shall be from January 1, 2024 through December 31, 2024. If the parties agree for a yearly extension of this contract, they will negotiate an annual rate for pull charges to be determined by December 1, of each year.
8. The Town agrees to the need and assures the Agency that it will work towards the installation of a Thirty Thousand-Gallon overflow storage tank at the Town landfill collection site. This overflow storage tank will ensure environmental compliance and allow the Agency to efficiently serve the leachate transport needs for the Agency and the Town. The Town will keep the Agency updated concerning the status of installation of said overflow tank.

9. The Town will also have a back-up transport tanker company available in the event of Agency breakdowns, sick callouts, and Agency leachate needs.
10. Indemnification by the Town. The Town agrees that it will protect, indemnify and hold harmless the Agency and its officers, employees and agents (collectively, the "Indemnified Parties") from and against all liabilities, actions, damages, claims, demands, judgements, losses, costs, expenses, suits or actions and attorney's 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 performance (or non-performance) of the Town's obligations under this Agreement. The Town 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 Town for the costs of defending any suit as required above. In the event of multiple fault, the Town and any Indemnified Party shall share such loss or claim based upon the percentage of fault attributable to each party as determined by a Court. An Indemnified Party shall promptly notify the Town of the assertion of any claim against it for which it is so entitled to be indemnified, shall not settle such claim without the approval of the Town. These indemnification provisions are for the protection of the Indemnified Parties only and shall not establish, of themselves, any liability to third parties.
11. 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.
12. 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:       Town of Hurley  
                              Michael Boms, Supervisor  
                              10 Wamsley Place, PO Box 569  
                              Hurley, New York 12443

If to the Agency:     Ulster County Resource Recovery Agency  
                              Anna Roppolo, Interim Executive Director  
                              999 Flatbush Road  
                              Kingston, New York 12401

13. 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.

14. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

**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: \_\_\_\_\_  
**ANNA ROPPOLO**  
**INTERIM EXECUTIVE DIRECTOR**

**TOWN OF HURLEY**

BY: \_\_\_\_\_  
**MICHAEL BOMS**  
**SUPERVISOR**



TOWN OF HURLEY

APPROVE ULSTER COUNTY RESOURCE RECOVERY AGENCY (UCRRA)  
TO PUMP LEACHATE FROM THE CLOSED TOWN LANDFILL

Resolution No. 2024-

Moved By \_\_\_\_\_

Date: January 23, 2024

Seconded By \_\_\_\_\_

WHEREAS, Ulster County Resource Recovery Agency previously has done pulls of leachate at the closed Town landfill; and

WHEREAS, for several years UCRRA was no longer able to provide this service while experiencing staffing issues; and

WHEREAS, UCRRA has completed their staffing and can now provide leachate pulls,

THEREFORE, BE IT RESOLVED that the Town Board approve UCRRA to pump out leachate from the closed Town landfill at the rate of \$285 per pull from budget line A8090.4.

	AYE	NAY
Mike Boms, Supervisor	_____	_____
Diana Cline, Councilperson	_____	_____
Deb Dougherty, Councilperson	_____	_____
Tim Kelly, Councilperson	_____	_____
Gregory Simpson, Councilperson	_____	_____

