

AGREEMENT FOR HAULING and DISPOSAL SERVICES

This COMMERCIAL AGREEMENT FOR HAULING and DISPOSAL SERVICES ("Agreement") is made effective as of the 1st day of January, 2025 (the "Effective Date") by and between the Town of Dalton, New Hampshire at 756 Dalton Rd, Dalton, NH 03598 (hereinafter "Town") and North Country Environmental Services, Inc. (hereinafter "Casella").

1. DEFINITIONS

"Acceptable Waste" means Municipal Solid Waste and Construction and Demolition Debris generated by Town residents. In no event shall Acceptable Waste mean or include Unacceptable Waste.

"Disposal Facility" means the North Country Environmental Services, Inc. landfill at 581 Trudeau Road, Bethlehem, NH 03574.

"Unacceptable Waste" means any material that is not Acceptable Waste, including without limitation: (a) any material that by reason of its composition, characteristics or quantity is ineligible for disposal at the Disposal Facility, as determined by Casella in its sole discretion, or any applicable federal, state or local laws, rules, regulations, or permits; (b) hazardous, toxic, radioactive, hospital or laboratory wastes or substances; (c) any other material that Casella reasonably concludes would require special handling outside the normal course or present an endangerment to the Disposal Facility, the public health or safety, or the environment.

Other terms used in this Agreement are defined herein.

2. DISPOSAL OF ACCEPTABLE WASTE

2.1 Acceptable Waste. Commencing upon the Effective Date, Town shall have the right to deliver Acceptable Waste to the Disposal Facility for the Term.

2.2 Container Rental. Casella will provide two forty yard open top containers for use at the Town's transfer facility for the collection of Acceptable Waste.

2.3 Hauling. Casella will haul Acceptable Waste from the Town transfer facility to the Disposal Facility, based on a mutually agreed upon schedule of dates and times.

2.4 Unacceptable Waste.

a. During the Term, Casella shall have the right to inspect, test and analyze any and all deliveries. Casella has the right to reject any delivery of waste in its sole discretion if it is or contains Unacceptable Waste.

b. Any loads rejected by Casella shall be immediately removed from the Disposal Facility, and disposed of in accordance with all federal, state and local laws, regulations, rules and ordinances, and Town shall indemnify and hold Casella harmless for any costs, expenses or liabilities (including fines, penalties, and attorneys' fees) arising therefrom. Acceptance of a delivery by Disposal Facility or Transfer Station shall not create any presumption that the delivery did not contain Unacceptable Waste, whether or not such delivery was inspected or tested, and title to Unacceptable Waste shall remain with the Town.

2.5 Fees.

- a. Town agrees to pay Casella the following Fees for year one of the Term:
 - i. Disposal Fees for Acceptable Waste at the rate of Fifty Five Dollars (\$55) per ton;
 - ii. Rental of (2) 40-Yard Open Top Containers at One Hundred Fifty Dollars (\$150) per month;
 - iii. Hauling of 40-Yard Open Top at Four Hundred Thirty Five Dollars (\$435) per haul; and
 - iv. Mattress recycling at Nineteen Dollars (\$19) per unit.
- b. All Fees will increase annually on the anniversary of each year of the Term by a percentage equal to the greater of (a) 5.0% or (b) the year -over-year percentage change in the Consumer Price Index for Garbage and Trash Collection.

2.6 Payment. All invoices shall be due and payable on a strict net forty five (45) days from date of invoice basis.

2.7 Hours of Operation.

- a. Regular hours of operation at the Disposal Facility are Monday through Friday, 7 AM to 3 PM.
- b. The Disposal Facility will not be open on the following major holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Other closures may be observed at the Disposal Facility without prior notice to Casella.

3. TERM

3.1 Initial Term. The initial term of this Agreement shall commence on the Effective Date and shall extend from the Effective date to June 30, 2027.

3.2 Extensions and Renewals.

- a. The Term may be renewed for additional one year terms upon mutual agreement of the parties, which shall be memorialized in writing.

4. WARRANTIES

4.1 Warranties and Covenants

- a. Town shall not include any Unacceptable Waste in any shipment.
- b. Town further covenants that it shall provide with immediate oral notice and confirming written notice within twenty-four (24) hours of its awareness of the possibility that

materials other than Acceptable Waste may be contained in the waste that may be or has been delivered hereunder.

4.2 The warranties and covenants of this Section 4 shall survive the expiration or termination of this Agreement.

5. STANDARD TERMS & CONDITIONS

Standard Terms & Conditions are attached hereto as Attachment A and are incorporated hereby in their entirety.

6. NOTICES.

All notices to be given to Casella or Town, shall be in writing and delivered personally, or shall be mailed by U.S. Express, registered or certified mail, return receipt requested or a reputable overnight courier as follows:

Casella	North Country Environmental Services, Inc. 581 Trudeau Road Bethlehem, NH 03598 Attn: General Manager
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With a copy to	Casella Waste Systems, Inc. 25 Greens Hill Lane Rutland, VT 05701 Attn: General Counsel
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Town	Town of Dalton 756 Dalton Rd Dalton, NH 03598 Attn: Town Administrator
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7. COUNTERPARTS.

This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but which together will constitute one and the same instrument.

[signatures follow]

IN WITNESS THEREOF, the parties have executed this agreement as of the date first set forth above.

**NORTH COUNTRY ENVIRONMENTAL
SERVICES, INC.**

TOWN OF DALTON:

By: Simon Tripp

By: ERIC MOORE

Name: Simon Tripp

Name: Eric Moore

Title: Regional Vice President

Title: Chairman

Date: 1/22/2025

Date: 1-20-25

ATTACHMENT A

Standard Terms & Conditions

Governing Law. This Agreement and any issues arising hereunder or relating hereto shall be governed by and construed in accordance with the laws of the State of New Hampshire except for conflicts of laws provisions that would apply the substantive law of another state.

Venue. The Parties agree that all actions or proceedings arising in connection with this agreement shall be tried and litigated only in the state and federal courts having jurisdiction over the State of New Hampshire.

Limitation of Liability. Neither party shall be liable to the other for special, incidental, exemplary, punitive or consequential damages including without limitation loss of use, loss of profits or revenues, or cost of substitute or re-performed services, suffered, asserted or alleged by either party or any third party arising from or relating to this Agreement, regardless of whether those damages are claimed under contract, warranty, indemnity, tort or any other theory at law or in equity.

Disclaimer of Joint Venture, Partnership, and Agency. This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the parties or to impose any partnership obligation or liability upon either party. Neither party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent of representative of, or to otherwise bind, the other party.

Force Majeure.

a. "Force Majeure" means shall mean any act, event or condition materially and adversely affecting the ability of a party to perform or comply with any material obligation, duty or agreement required under this Agreement, if such act, event, or condition is beyond the reasonable control of the nonperforming party or its agents relying thereon, is not the result of the willful or negligent action, inaction or fault of the party relying thereon, and the nonperforming party has been unable to avoid or overcome the act, event or condition by the exercise of due diligence, including, without limitation: (i) an act of God, epidemic, landslide, lightning, earthquake, fire, explosion, storm, flood or similar occurrence; (ii) an act of public enemy, war, blockage, insurrection, riot, general unrest or restraint of government and people, civil disturbance or disobedience, sabotage, act of terrorism or similar occurrence; (iii) a strike, work slowdown, or similar industrial or labor action; (iv) an order or judgment (including without limitation a temporary restraining order, temporary injunction, preliminary injunction, permanent injunction, or cease and desist order) or other act of any federal, state, county or local court, administrative agency or governmental office or body which prevents a party's obligations as contemplated by this Agreement; or (v) adoption or change (including a change in interpretation or enforcement) of any federal, state or local law after the Effective Date of this Agreement, preventing performance of or compliance with the obligations hereunder.

b. Neither party shall be liable to the other for damages without limitation (including liquidated damages) if such party's performance is delayed or prevented due to an event of Force Majeure. In such event, the affected party shall promptly notify the other of the event of Force Majeure and its likely duration. During the continuation of the Force Majeure Event, the nonperforming party shall (i) exercise commercially reasonable efforts to mitigate or limit damages to the performing party; (ii) exercise commercially reasonable due diligence to overcome the Force Majeure event; (iii) to the extent it is able, continue to perform its obligations under this Agreement; and (iv) cause the suspension of performance to be of no greater scope and no longer duration than the Force Majeure event requires.

c. In the event of a delay in either party's performance of its obligation hereunder for more than sixty (60) days due to a Force Majeure, the other party may, at any time thereafter, terminate this Agreement.

Representations and Warranties of Authority. Each party represents and warrants to the other that:

a. it is duly qualified to do business and is in good standing in every jurisdiction in which this Agreement requires its performance;

- b. it has full power and authority to execute, deliver and perform its obligations under this Agreement;
- c. the execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary action by such party; and
- d. the execution and delivery of this Agreement by such party and the performance of the terms, covenants and conditions contained herein will not violate the articles of incorporation or by-laws of such party, or any order of a court or arbitrator, and will not conflict with and will not constitute a material breach of, or default under, the provisions of any material contract by which either party is bound.

These warranties shall survive the expiration or termination of this Agreement.

Termination. This Agreement may be terminated

- a. by mutual agreement between the parties; or
- b. immediately upon notice by either party in the event that any of the representations and warranties contained in this Agreement are shown to be untrue; or
- c. by either party in the event of a failure by the other party to perform a material obligation as follows (a "Default"): if the Default has not been cured by the defaulting party within thirty (30) days from receipt of notice from the non-defaulting party, the non-defaulting party may (i) terminate this Agreement immediately upon notice, or (ii) agree in writing that the defaulting party is diligently pursuing a cure, and extend the cure period at its sole discretion, subject to immediate termination upon notice.

Entire Agreement. It is understood and agreed that all understandings and agreements heretofore had between and parties thereto are merged in this Agreement, which alone fully and completely expresses their agreement and contains all of the terms agreed upon between the parties with respect to the subject matter of this Agreement, and that this Agreement is entered into after full investigation, neither party relying upon any statement or representation, not embodied in this Agreement, made by the other. All exhibits, schedules and other attachments are a part of this Agreement and the contents thereof are incorporated herein by reference.

Amendment. This Agreement may not be amended, modified or supplemented, except in writing and signed by the parties.

Non-Waiver. No waiver by any party to this Agreement of any failure or refusal by the other party to comply with its obligations shall be deemed a waiver of any other or subsequent failure or refusal to so comply. No waiver by either Party of any right or remedy hereunder shall be valid unless the same shall be in writing and signed by the Party giving such waiver. No waiver by either Party with respect to any default, misrepresentation, or breach of warranty or covenant hereunder shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Severability; Modification Required By Law. If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions thereof or hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreement of the parties herein set forth.

Headings, Pronouns. The headings of sections and subsections of this Agreement are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement. The pronouns "he", "she" or "it" are also used for convenience, and in the event that an improper pronoun has been used, it shall be deemed changed so as to render the sentence in which it is contained effective in accordance with its terms.

Successors and Assigns. This Agreement and all of the provisions thereof and hereof shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

Assignment. Neither this Agreement nor any of the rights, interests, obligations, and remedies hereunder shall be assigned by either party, including by operation of law, without the prior written consent of the other, such consent to not be unreasonably withheld, conditioned or delayed, except (1) to its parents, subsidiaries and affiliates, (2) at its expense to a person, firm, or corporation acquiring all or substantially all of the business and assets of the assigning party provided that the assignee assumes the obligations of the assigning party arising hereunder from and after the date of acquisition, and (3) as security to entities providing financing for the assigning party or for any of its affiliates or for construction, reconstruction, modification, replacement or operation of any of the facilities of the assigning party or its parents, subsidiaries or affiliates.

Construction. This Agreement and its exhibits and schedules are the result of negotiations between the parties and have been reviewed by all parties. Accordingly, this Agreement will be deemed to be the product of the parties thereto and no ambiguity will be construed in favor of or against any party.

No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer upon any third party any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

No Brokers. The parties agree that they have entered into this Agreement without the benefit or assistance of any brokers, and each party agrees to indemnify, defend and hold the other harmless from any and all costs, expenses, losses or liabilities arising out of any claim by any person or entity that such person or entity acted as or was retained by the indemnifying party as a finder or broker with respect to the sale of the assets described herein.

Further Acts. Each party agrees to perform any further acts and to execute, acknowledge, and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.

Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but which together will constitute one and the same instrument.

Disputes. If a claim or dispute arises out of this Agreement or its performance, the parties agree to endeavor in good faith to resolve it equitably through negotiation, or if that fails, through non-binding mediation under the rules of the American Arbitration Association, before having recourse to the courts.

