

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF STEUBEN**

NEW ENGLAND WASTE SERVICES OF M.E., INC.,
LEO DICKSON & SONS, INC., DICKSON'S
ENVIRONMENTAL SERVICES, INC., AND
DICKSON LAND HOLDINGS, LLC,

Petitioners-Plaintiffs,

For a Judgment pursuant to Article 78
and Section 3001 of the Civil Practice
Law and Rules,

-against-

TOWN BOARD OF TOWN OF THURSTON
AND THE TOWN OF THURSTON,

Respondents-Defendants.

TOLLING AGREEMENT
AND STIPULATION OF
DISCONTINUANCE
WITHOUT PREJUDICE

Index No. E2024-0218CV

RJI No. _____

WHEREAS, Petitioners-Plaintiffs, New England Waste Services of M.E., Inc., Leo Dickson & Sons, Inc., Dickson's Environmental Services, Inc., and Dickson Land Holdings, LLC (collectively, "Petitioners-Plaintiffs") timely filed and served a Verified Petition and Complaint, dated February 15, 2024 (the "Proceeding"), against Respondents-Defendants Town Board of Town of Thurston and the Town of Thurston (collectively, "Respondents-Defendants") (Petitioners-Plaintiffs and Respondents-Defendants may be referred to as a "Party" or, collectively, as "Parties"); and

WHEREAS, the Proceeding challenges Local Law No. 3 of 2023, a Local Law Regulating the Disposal of Sewage Sludge ("Local Law No. 3"), enacted by the Respondent-Defendant, Town Board of the Town of Thurston ("Town Board"), on October 18, 2023, and filed with the New

York State Department of State (“DOS”) on October 23, 2023, and the Proceeding includes both procedural and substantive challenges to Local Law No. 3 (the “Claims”); and

WHEREAS, the Parties agree that delaying resolution of the Claims would serve the interests of judicial economy and avoid an unnecessary use of private and public sector funds; and

WHEREAS, Petitioners-Plaintiffs have offered to discontinue without prejudice their Proceeding and its Claims against Respondents-Defendants subject to this Tolling Agreement (“Agreement”), and Respondents-Defendants have agreed to the proposed procedure set forth in this Agreement.

NOW, THEREFORE, the Parties, in consideration of the terms and conditions set forth herein, agree as follows:

1. The period commencing on February 15, 2024, and ending on August 15, 2024, inclusive, shall be considered a tolling period (the “Tolling Period”).

2. Any defense of statute of limitations, laches, estoppel, waiver, or other similar legal or equitable defenses based upon the running or expiration of any time period shall not include the Tolling Period relative to the Claims. If Petitioners-Plaintiffs refile the Proceeding or bring a new proceeding that includes the Claims prior to the end of the Tolling Period, the Claims shall be heard and determined as if they were filed on February 15, 2024.

3. All defenses available to Respondents-Defendants as of February 15, 2024, are preserved and are unaffected by this Agreement other than for the Tolling Period. Nothing in this Agreement shall have the effect of reviving any claims that were barred by any statute of limitations or similar rule of law or equity prior to February 15, 2024.

4. This Agreement does not constitute any admission or acknowledgment of any fact, conclusion of law, or liability by any Party. Nor does this Agreement constitute any admission or acknowledgment on the part of Petitioners-Plaintiffs that any statute of limitations, laches, or similar defense concerning the timeliness of commencing a civil action, is applicable to the Claims.

5. This Agreement contains the entire understanding of the Parties with respect to the subject matter of this Agreement and may be modified or extended only in writing. No other agreements, express or implied, oral or written, have been made between the Parties concerning the subject matter of this Agreement.

6. This Agreement is not intended to affect any claims by or against any other parties.

7. This Agreement is effective upon execution by the Parties, and without the requirement of filing with the Court.


8. This Agreement may be executed by the Parties in any number of counterparts, each of which shall be deemed an original instrument, but all of which, together, shall constitute but one and the same instrument. Any Party may execute this Agreement by facsimile or PDF signature, and the other Party will be entitled to rely on such facsimile or PDF signature as evidence that this Agreement has been duly executed and delivered by such Party.

9. The undersigned representative of each of the Parties certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to legally bind such party to all terms and conditions of this Agreement. This Agreement shall be binding upon the Parties and any successors.

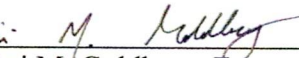
10. This Proceeding is hereby discontinued, without prejudice, and subject to revival by refiling the Claims in accordance with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of
March 13, 2024.

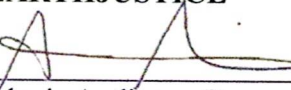
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SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF STEUBEN

In the Matter of the Application of

NEW ENGLAND WASTE SERVICE OF M.E.,
INC. et al.,

Petitioners-Plaintiffs,

For a Judgment Pursuant to Article 78 and Section
3001 of the Civil Practice Law and Rules,

-against-

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Notice of Appearance

PLEASE TAKE NOTICE that Respondents-Defendants Town Board of Thurston and the Town of Thurston, through their attorneys, Earthjustice, file this Notice of Appearance in the above-captioned matter. All documents filed in this action should be served upon the undersigned through the New York State Court Electronic Filing System.

Dated: March 22, 2024
New York, NY

Respectfully submitted,

EARTHJUSTICE

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