

Municipality: _____

RESIDUALS MANAGEMENT PARTICIPATION AGREEMENT

This RESIDUALS MANAGEMENT PARTICIPATION AGREEMENT (“Agreement”) dated as of October XX, 2023, is made by and among the CHITTENDEN SOLID WASTE DISTRICT (the “District”), and the member municipality of the District the name of which is set forth on the signature page of this Agreement (individually, a “Participant”; and, together with the other municipalities entering into similar participation agreements with the District, collectively, referred to as the “Participants”).

WHEREAS, the District and the Participant previously entered in ~~a~~ Residuals Management Participation Agreement, ~~dated as of~~originally in December 2013, and then in April 2019 (as the same may have been supplement or amended, the “Prior Agreement”);

WHEREAS, the District ~~will enter, or has~~previously entered into, ~~a new~~ the Residuals Management Service Agreement with New England Waste Services of ME, Inc., (d/b/a Casella Organics) ~~and a wholly owned subsidiary of Casella Waste Systems, Inc.~~ (“Casella Organics”) dated February 1, 2019, and amended June 10, 2019, for the management of Residuals from the Wastewater Resource Recovery Facilities ¹ (WRRFs) from the District’s member municipalities ^{00073280.3} (as previously amended and as may be amended from time to time, the “Casella Organics Contact”); and

WHEREAS, the District entered into a Second Amendment dated as of September 7, 2023 to the Casella Organics Contact (the “Second Amendment”) to make certain modifications in rates and to extend the term of the Casella Organics Contract, a copy of which Second Amendment is attached to this Agreement; and

WHEREAS, the Participant and the District desire to enter into this Agreement to continue to have the District manage the Residuals produced from the Participant’s WRRFs as set forth herein and under the Casella Organics Contract, as amended by the Second Amendment.

NOW THEREFORE, in consideration of the mutual obligations undertaken herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Management of Residuals

- 1.1. The Participant shall provide to the District all Residuals generated or produced at all of the Participant's municipal Wastewater Resource Recovery Facilities (the “WRRFs”) and the District shall manage such Residuals as set forth herein.

- 1.2. The District shall accept Residuals, subject to the terms of this Agreement, the Casella Organics Contract (Exhibit A to this Agreement), and all applicable laws, rules, regulations and permits. All Residuals shall meet the standards set forth in the Casella Organics Contract and shall be managed and disposed of by the District pursuant to the Casella Organics Contract. In the event the Residuals do not meet the standard under the Casella Organics Contract or constitute “Non-Conforming Waste” as specified therein, the District shall not be responsible for managing such non-conforming Residuals.
- 1.3. The District will contract, or subcontract, for the management and disposal of Residuals. Residuals will be disposed of at a landfill Facility (as defined in the Casella Organics Contract) or managed recycling and processing at Grasslands, or other means as provided in the Casella Organics Contract.
- 1.4. The Participant shall allow the District, and its agents, upon not less than two days’ notice, access to the WRRFs and all books and records relating to, or applicable to, the WRRFs in order to perform this Agreement and the Casella Organics Contract.
- 1.5. The District may reject Residuals that are Non-Conforming Waste, or that do not meet the Quality Standard.

{00073280.3} 1.6. In the event that Casella Organics is unable to manage or otherwise provide for disposal of Residuals under the Casella Organics Contract, but the Casella Organics Contract has not otherwise terminated, the District may dispose of such Residuals at an alternative facility or treatment process on a temporary basis not to exceed 6 months as may be designated by the District. If an alternate facility or treatment process is designated by the District, then the applicable Fees (as detailed in Sections 5, 6 and 7) may be adjusted by the District to fully cover the costs of such alternative facility or process.

- 1.7. If an alternate facility or treatment process is designated by the District due to a termination of the Casella Organics Contract, and, as a result, the sum of the applicable Fees are increased, then the Participant shall have the right to terminate participation in this Agreement. Any such termination shall be on not less than thirty (30) days’ written notice to the District. Any such termination shall not affect the Participant’s obligations or liabilities to the District arising prior to the effective date of such termination.
- 1.8. The Casella Organics Contract provides that Casella Organics may process and dispose of Residuals that meet the certain standards (as set forth in the Casella Organics Contract) at the Grasslands Manufacturing Facility located in Chateaugay, New York (“Grasslands” or “GMF”). If the Residuals provided by the Participant meet the standards for processing at Grasslands, the District will direct such Residuals to Grasslands to the extent allowed under the Casella Organics Contract, and taking into account the Residuals collected from the

WRRFs of other Participants. On an annual basis, at the election of the Participant, by notice provided to the District not later than August 15th of each year, the Participant may elect to not use Grasslands for processing and recycling of its Residuals. Upon such election, the District will exercise its rights, under the terms of the Casella Organics Contract, to request that the Residuals from the Participant's WRRFs(s) be disposed of at the Facility in accordance with and as set forth in the Casella Organics Contract and at the rate(s) as set forth therein.

2. Residuals Quality, Testing and Archiving; Changes in Residuals Generated

2.1. Upon the request of the District, the Participant shall provide all information to the District relative to current and proposed WRRF wastewater treatment processes, including the use or proposed use of chemicals or additives, which might materially affect the quality of the Residuals.

2.2. The Participant, at its expense, shall test all Residuals as required by the District, the Casella Organics Contract and as otherwise required by applicable law, regulation and permits. The Participant shall provide all test analyses and results which the Participant obtains, whether or not such tests are required by this Agreement, to the District within ten (10) days after the Participant's receipt, and within ten (10) days after the District's request, to any third-party which the District specifies. Upon request, the District shall provide copies of the test analyses and results received from other Participants to the Participant.

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2.3. If the Participant seeks to have the Residuals managed by the Grasslands Option as provided in the Casella Organics Contract, the Participant shall be required to take representative proportional samples of all Residuals removed for such disposal and all such Residuals shall comply with the criteria outlined in Casella Organics Contract, Exhibit D. In the event the Participant is not able to meet the analytical testing frequency or maximum concentration standards for the Grasslands Option within a 90 day period, Residuals will be sent to the Facility at the cost identified in the Casella Organics Contract (Exhibit A). The Participant shall properly label and preserve samples until such time that the residual samples are:

- a. Tested/Analyzed, and
- b. The results are submitted to the District, and
- c. The District notifies Participant that the sample may be discarded.

2.4. Upon the District's request, the Participant shall promptly provide a representative sample of Residuals.

2.5. A Participant must obtain the consent of the District prior to accepting, processing or dewatering Residuals from (i) another municipality which does not have a participation agreement with the District or (ii) a private entity. The foregoing

shall not limit the Participant from treating wastewater from commercial and residential users within the municipality, landfill leachate, or septage, collected and treated through the Participant's normal wastewater treatment facilities.

2.5.1 As a condition to issuing any required consent, the District may require test results for all parameters contained in the Casella Organics Contract on both representative historical and current samples of the material proposed for acceptance. Upon receipt of all test results reasonably required by the District, the District shall provide either its approval or disapproval within three business days after receipt of all such required test results. Failure to provide disapproval within such period shall be deemed to be consent.

2.5.2 The generator of Residuals without a Participation Agreement shall also be subject to the Residuals quality, testing and archiving requirements as contained in this Section 2. The Participant shall bear full responsibility for resulting Residuals quality delivered to the District.

3. Residuals Quality & Quality Standard

- 3.1. All Residuals to be managed by the District shall meet the Quality Standard. If the Residuals delivered by or on behalf of a Participant do not meet the Quality Standard and therefore constitute Non-Conforming Waste, then the District shall notify the Participant, and the Participant shall have the option, of:

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(i) having the District process or dispose of such Residuals, in which case the Participant shall pay the District for all costs and expenses of processing and treatment of such Residuals to compensate the District for all costs and expenses of handling, processing and disposing of such Residuals, or

(ii) rejecting the delivery, in which case the Participant shall be required to dispose of the rejected Residuals in another manner, subject to all applicable laws and regulations. The District may reject the delivery of any Non-Conforming Waste notwithstanding the prior removal of such Residuals from the WRRF(s).

- 3.2. The District will use its reasonable efforts to identify the particular WRRF(s) that are the source of Non-Conforming Waste and shall promptly notify the Participants of the source and cause for such Non-Conforming Waste.

- 3.3 If the Participant discovers that Residuals constitute Non-Conforming Waste, the Participant shall immediately give the District notice thereof, together with a description of:

(a) the Residuals affected, dates of generation, quantity of residuals affected, method and location of dewatering, dates of shipment,

- (b) relevant and material laboratory analyses with sampling and archiving methods,
- (c) any known or suspected cause,
- (d) any known or suspected hazards or dangers arising from the Nonconformity,
- (e) the specific known or suspected nonconformity,
- (f) suggested handling and disposal, and
- (g) corrective action that the Participant is taking or intends to take or cause to be taken to prevent the generation of such Non-Conforming Waste.

3.4. Any subsequent sampling and analyses costs of Participant's Residuals to verify results of earlier testing will be at the Participant's expense.

3.5. The cost of any special sampling or analysis of other Residuals blended with the Participant's Non-Conforming Waste prior to delivery to Casella Organics shall be borne by the Participant delivering the Non-Conforming Waste to Casella Organics.

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3.6. The cost of any special sampling made with the Participant's Non-Conforming Waste shall be borne by the Participant delivering the Non-Conforming Waste to Casella Organics.

3.7. Any modifications to the definition of the Quality Standard must be agreed upon by both parties and shall require an amendment to this Agreement.

3.8. The Participant will undertake efforts to mitigate and minimize malodors of all Residuals at the WRRF utilizing appropriate best practices to avoid the Residuals being classified as creating Nuisance Odors under the Casella Organics Contract. In the event that the Residuals at the WRRF create Nuisance Odors under the Casella Organics Contract, the Participant will take all reasonable efforts to correct such malodors. The Participant acknowledges that the handling and disposal of its Residuals may be terminated under the provisions of the Casella Organics Contract.

4. Grasslands Option

4.1. The Casella Organics Contract provides that during the Term of the Agreement, Casella Organics will recycle the Residuals as identified in Exhibit B Casella Organics shall be responsible for marketing Class A product and Product from the Grasslands Manufacturing Facility ("GMF") at its own expense.

5. Processing Fees for Residuals

- 5.1. The Participants shall pay a Disposal Processing Fee per wet ton for the disposal and management of Residuals at the Facility as set forth in Section 2.1.1, entitled Base Rates, of the Casella Organics Contract. The Disposal Processing Fee shall be the sum of (1) the per wet ton rate charged the District under the Casella Organics Contract; plus (2) the Transportation Fuel Adjustor charged the District under the Casella Organics Contract; plus (3) the Vermont State Franchise Tax; plus (4) the District capital and administrative expense rate. The Disposal Processing Fee shall be paid for each wet ton of Residuals generated from the WRRFs. The Transportation Fuel Adjustor will be calculated monthly as set forth in the Casella Organics Contract. The District's capital and administrative expense rate will be set annually by the District Board of Commissioners and may not exceed 15% of the per ton rate established under the Casella Organics Contract. The District's capital and administrative expense rate shall be based upon the District's costs and expenses, including administrative expenses, of managing biosolids and Residuals for the Participants. The District's initial capital and administrative expense rate as of January 1, 2018 is \$11.14 per ton but may change during the term of this Agreement. The District shall provide each Participant with documentation evidencing the determination of the capital and administrative expenses. The Participant acknowledges that the Disposal rate may increase in accordance with the terms of the Casella Organics Contract.

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The District may establish a capital reserve fund and deposit amounts into such fund using a portion of the District's capital and administrative expense rate paid by the Participant. Such capital reserve fund may be used by the District for (i) unanticipated expenses in performing the District's duties and obligations under the Casella Organics Contract for the benefit of the Participants, (ii) if and when the District determines it necessary, to purchase equipment or trailers for purposes of assisting in the management and disposal of Residuals for the Participants, or (iii) analyses and studies to assist in the management of Residuals, and potential changes in environmental regulations of biosolids from the WRRF's.

- 5.2 If a Participant certifies in writing that their Residuals meet all applicable standards and requirements for the Grasslands Option, as set forth in the Casella Organics Contract, such Residuals are available for Grasslands, then the Processing Fee will be:

- 5.2.1 The sum of (1) the Casella Organics Contract rate for Grasslands Option; plus (2) the Transportation Fuel Adjustor charged the District under the Casella Organics Contract; plus (3) the District capital and administrative expense rate.

5.3 If a Participant certifies in writing that their Residuals meet all applicable standards and requirements for Class A, as set forth in the Casella Organics Contract, such Residuals are available for Land Application, then the Processing Fee will be:

5.3.1 The sum of (1) the Casella Organics Contract rate for Class A Land Application Option; plus (2) the Transportation Fuel Adjustor charged the District under the Casella Organics Contract; plus (3) the District capital and administrative expense rate.

5.4. All Processing Fees shall be due and payable within 20 days of the date of the District's invoice. The District may alter these fees upon prior written notice to the Participants provided that the wet ton rate shall not exceed **115%** of the rate, per wet ton, due under the Casella Organics Contract.

6. Rate Adjustments

6.1. The Participants acknowledge that pursuant to Section 2.6 of the Casella Organics Contract, certain Rate Adjustments (as defined in the Casella Organics Contract) may be made subject to the District's approval. The District shall provide the Participants written notice of any proposed Rate Adjustment, together with reasonable justification therefore in order to seek approval of the proposed Rate Adjustment from the Participants. If a majority (based on average historic tonnage of Residuals produced at the WRRFs) of the Participants and the District accept the proposed Rate Adjustment, then such Rate Adjustment shall go into effect and apply to all Participants. The Participants acknowledge that if such a majority of the Participants rejects a proposed Rate Adjustment, the Casella Organics Contract may terminate in accordance with its terms.

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6.2. The District will adjust all Rates hereunder annually (excluding any rates for fuel), on July 1st of each contract year, at a rate equal to the most recent annual percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U), all items, "Northeast Urban Size B/C – All Items Less Energy", as published by the United States Department of Labor, Bureau of Labor Statistics, or a successor index. The Participants shall not have the right to reject the consumer price index adjustment as set forth in this Section 6.2.

6.3. The Participants further acknowledge that due to the combining of Residuals from the WRRFs of some or all of the Participants, it may not be possible or economically practicable for the District to determine which WRRF or WRRFs are the cause of the increased costs due to Residuals being Non-Conforming Waste. Accordingly, to the extent, if any, that the Costs are not covered by the Fees collected under Section 5 of this Agreement, the District shall calculate each Participant's Pro Rata Share based upon (a) the Participant's total number of wet tons of Residuals that may be part of such Non-Conforming Waste divided by (b) the total number of wet tons of Residuals from all Participants that may constitute

such Non-Conforming Waste. The Participants shall be obligated to pay to the District their Pro Rata Share for all Costs not covered by any Processing Fee. Such amount shall be due within 60 days after receipt of an invoice from the District. The obligation of the Participants hereunder shall not limit or impair the member municipalities' responsibilities or obligations under the Charter.

7. Other Fees

- 7.1. The Participant shall pay, in addition to any Processing Fee, any additional fees imposed under the Casella Organics Contract to the extent caused by the Participant relating to collection of Residuals at the Participant's temporary or permanent dewatering facility(s). Demurrage charges are at the current rate of \$95.00 per hour that Casella Organics must wait in excess of 60 minutes to load trailers at Participant's facilities or depart the Participant's facilities.
- 7.2. A charge will be made for the Minimum Load as follows. If in any month the average load weight is less than 27.00 tons, the Participant shall pay to the District, as invoiced, a surcharge to be calculated as follows: $\text{Surcharge} = (\text{actual number of loads per month} - \text{theoretical number of loads per month}) \times \text{the base rate of disposition}$. [NOTE: The Theoretical Number of Loads = $\text{total tons removed per month} \div 27.00 \text{ tons}$ (or 23 tons in the case of (Shelburne), which shall be calculated separately from all other WRRFs)]. Notwithstanding the foregoing, the Participant shall not be responsible for a Minimum Load charge to the extent the inability to meet a Minimum Load is the result of the District providing a trailer that is not capable of holding a Minimum Load or the Minimum Load charge is waived due to provisions of the Casella Organics Contract such as Containers returned with material in them.
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- 7.3. The Participant shall pay, in addition to any Processing Fee, any additional taxes levied or imposed on the District for Residuals managed under the Casella Organics Contract. Such taxes shall be equitably apportioned by the District per wet ton of Residuals from all WRRFs managed by the District for the Participants.
- 7.4. In the event (i) the Casella Organics Contract is terminated and (ii) the District has extended the term of this Agreement under Section 9.2 hereof and is providing alternative disposal or treatment facilities for the Participant's Residuals, the wet ton rate for Processing Fees for the managing and disposal of Residuals shall be established by the District and shall be the sum of (1) the actual wet ton rate for such alternative disposal or treatment facility, plus (2) the District's capital and administrative expense rate, which rate shall be not more than 15% of the total per wet ton rate including fees and taxes paid for the alternative disposal or treatment or Residuals. The Processing Fee shall be paid for each wet ton of Residuals generated from the WRRFs(s). The Processing Fee shall be due and payable within 20 days of the date of the District's invoice.

8. Regulations; Operation; Books and Records

- 8.1. The Participant shall assist and cooperate with the District in enforcing the District's regulations and rules concerning Residuals. The current rules are set forth in Exhibit C. The District may amend Exhibit C with the prior approval of the Participants, such approval to not be unreasonably withheld or delayed.
- 8.2. The District will be responsible for the enforcement of District adopted ordinances and regulations. The Participant shall also assist and cooperate with the District in compliance with the terms of the Casella Organics Contract and any and all permits, licenses and approvals for performance of the Casella Organics Contract.
- 8.3. The District and the Participant shall keep adequate books, records and other documentation consistent with applicable regulatory requirements and in accordance with generally accepted accounting practices, pertaining to performance of the services required by this Agreement, including, without limitation, correspondence, instructions, plans, receipts, vouchers, sampling methods, analytical results and other memoranda.
- 8.4. The District agrees that it will not enter into any amendment or modification to the Casella Organics Contract that affects the Participant's obligations hereunder without the prior written consent of the Participant.

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9. Term

- 9.1. The term of this Agreement (the "Term") shall commence on the date of this Agreement and shall continue in effect until the expiration or termination of the Casella Organics Contract, subject to Section 9.2 below.
- 9.2. In the event the Casella Organics Contract is terminated, the District may, upon notice to the Participant, extend the term of this Agreement for such period of time that the District has secured alternative disposal or treatment facilities for Residuals. In the event the District so extends the term of this Agreement, the Participant shall have the option, upon not less than thirty (30) days' written notice to the District, to terminate its participation under this Agreement. Any such termination shall not affect the Participant's obligations or liabilities to the District arising prior to the effective date of such termination.
- 9.3. The Participant is obligated to use its good faith efforts to have all Residuals generated at the WRRFs meet the Quality Standard. In the event that, despite such good faith efforts, the Residuals generated from the WRRFs fail to meet the Quality Standard, and after blending with Residuals from the WRRFs of other Participants, is still Non-Conforming Waste when delivered to Casella Organics under the Casella Organics Contract, the Participant does not correct such failure within six months, either the District or the Participant may, upon written notice,

remove the WRRF or WRRFs as the case may be from participation under this Agreement. Upon such removal, neither the District nor the Participant shall thereafter have any further obligation with respect to Residuals generated from such WRRF (or WRRFs, as the case may be). Any such removal shall not affect any liability or obligation of the Participant arising prior to such removal. In the event the Participant is removed from participation under this Agreement, it shall reimburse the District for its share of capital expenses incurred prior to the date of termination. Such capital expenses, and the Participant's share, shall be determined by the District and set forth in a schedule of capital expenses.

- 9.4. Any obligation for the payment of money, under Sections 5, 6, 7, 9, 10, or 14 of this Agreement shall survive termination of this Agreement and shall remain in full force and effect until discharged, satisfied, or specifically waived in writing.

10. Default

- 10.1 If any Participant fails to timely pay any amount due hereunder, or fails to timely perform any other obligation required hereunder, or seeks relief from creditors under any bankruptcy or insolvency law, or if any creditor of any Participant files a petition against such Participant under any bankruptcy or insolvency law, then such Participant shall be in default under this Agreement and the District shall be able to pursue all available remedies at law or in equity against such Participant. Without limiting the foregoing, upon any such default, the District may terminate the Participant's rights under this Agreement. All such remedies shall be cumulative. Any defaulting Participant shall be liable to the District for the District's costs of collection, including but not limited to reasonable attorneys' fees and any damages for which the District may be found liable under the Casella Organics Contract.
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- 10.2 If any Participant defaults under this Agreement by not delivering all of their Residuals designated in Section 1 of this Agreement, then such defaulting Participant shall be liable, and the District shall have the right to collect damages from such defaulting party. Such damages shall include all lost revenues and Processing Fees and penalties and increased costs that would be due and payable under the Casella Organics Contract. Such damages to be based upon the losses and damages based upon the difference between the amount of Residuals to be delivered under this Agreement and the amount actually delivered. The default fee shall be due within 60 days after receipt of an invoice from the District. Past due payments shall be assessed a monthly late fee charge equivalent to 1% of the overdue payment.

11. General

- 11.1 In connection with the performance of all work and service hereunder, the District and the Participant agree to comply with all federal, state and local laws and ordinances and all lawful orders, rules and regulations of any constituted

authority, applicable to their respective obligations hereunder, including but not limited to, social security and income tax withholding laws, unemployment compensation laws, environment, safety and health laws. In the performance of this Agreement, the District and the Participant shall not engage in any conduct or practice which violates applicable law, order or regulation prohibiting discrimination against any person by reason of race, religion, national origin, sex, sexual orientation, age, handicapped condition or veteran's status.

- 11.2 The District and the Participant agree to comply with all United States and Canadian federal, provincial, state or local laws, rules and regulations applicable to their respective obligations hereunder or in connection herewith, including, but not limited to, the applicable requirements of the federal Solid Waste Disposal Act ("SWDA"), the Toxic Substances Control Act ("TSCA"), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Environmental Protection Agency Rule Part 503, Vermont Department of Transportation rules, the Occupational Safety and Health Act ("OSHA"), and the Vermont Occupational Safety and Health Act ("VOSHA"), all as may be amended from time to time, and regulations promulgated and policies issued pursuant to SWDA, TSCA, CERCLA and OSHA and VOSHA. The District shall notify the Participant if it becomes aware of any changes in law that will affect the Participant's disposal and processing of Residuals under this Agreement.

12. Termination of Prior Agreement

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- 12.1. Upon the effective date of this Agreement, the Prior Agreement shall terminate and be superseded by this Agreement.

13. Hazardous Waste

- 13.1. Nothing in this Agreement shall obligate the District to handle any Hazardous Waste in any manner. If Residuals are determined to be Hazardous Waste after removal from the WRRFs and prior to land application, the District shall suggest disposal options, but the District shall have no obligation to handle such material, and, unless otherwise agreed in writing, the Participant shall immediately collect and handle such material in accordance with all applicable laws, rules and regulations.

14. Indemnification

- 14.1. To the extent permissible by law, the Participant hereby agrees to indemnify and hold the District harmless from any and all loss, damages, suits, penalties, costs, liabilities and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of any claim for loss of or damage to property, including the District's property, and injuries to or death of persons, including the District's employees, to the extent caused by or resulting from; (i) the Participant's negligence or willful misconduct; or (ii) the Participant's provision

to the District of Non-Conforming Waste or (iii) any breach of this Agreement by the Participant.

- 14.2. To the extent permissible by law, the District hereby agrees to indemnify and hold the Participant harmless from any and all loss, damages, suits, penalties, costs, liabilities and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of any claim for loss of or damage to property, including the District's property, and injuries to or death of persons, including the District's employees, to the extent caused by or resulting from; (i) the District's negligence or willful misconduct; or (ii) the District's breach of this Agreement. The foregoing shall not be construed to be a guaranty by the District of any obligations of Casella Organics under the Casella Organics Contract.

15. Schedule of Exhibits

- 15.1. The following Exhibits are hereby included and incorporated as a part of this Agreement:

Exhibit A – Residuals Management Agreement (between the District and Casella Organics)

Exhibit B - General Definitions

{00073280.3} Exhibit C - Rules and Regulations

16. Miscellaneous Provisions

- 16.1. Notwithstanding anything to the contrary contained in this Agreement, neither any Participant nor the District shall be liable for any failure or delay in performance of any obligation, other than an obligation to pay money, under this Agreement due to the occurrence of Force Majeure.
- 16.2. This Agreement may not be assigned by either party without the prior written consent of the other party, except that, without the consent of the Participants, the District may assign, pledge, or convey its interest hereunder as collateral security for loans or other financing. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.
- 16.3. This Agreement may be amended only by written agreement duly executed by all parties.
- 16.4. If any provision of this Agreement or the application of such provision shall be determined to be invalid, illegal, or unenforceable, the remaining provisions of

this Agreement shall not be affected by such determination and shall be valid and enforceable to the fullest extent permitted by law.

- 16.5. Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement. This Agreement and its construction shall be governed by the laws of the State of Vermont.
- 16.6. The District and the Participants agree that from and after the date of execution of this Agreement, each party will, upon the request of any other, execute and deliver such other documents and instruments as may be reasonably required to carry out the purpose and intent of this Agreement.

IN WITNESS WHEREOF, the District and the Participant have duly executed this Agreement the day and year first above written.

In the Presence of:

**CHITTENDEN SOLID
WASTE DISTRICT**

Witness
Title: Executive Director

By: _____
Name: Sarah Reeves

In the Presence of:

PARTICIPANT:

Witness
Title: _____

By: _____
Name: _____

EXHIBIT A
COPY OF CASELLA ORGANICS CONTRACT
[With Copy of Second Amendment](#)

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EXHIBIT B
GENERAL DEFINITIONS

“Agreement” shall mean this Residuals Management Participation Agreement for Member Municipalities, as the same may be amended or supplemented.

“Agronomic Utilization” shall have the meaning given in the Casella Organics Contract.

“Charter” means the District's Charter, as enacted by the Vermont Legislature (Municipal Act 17, Acts of 1991), as amended.

“District” shall mean the Chittenden Solid Waste District, and its successors and assigns.

“Cost” or “Costs” shall mean all expected and actual costs and expenses to be incurred by the District in connection with the construction, planning, permitting, operation, and maintenance, and performance of the Casella Organics Contract.

“Fees” shall mean the sum of the Processing Fee as detailed in Section 5 of this Agreement.

“Force Majeure” shall have the meaning given in the Casella Organics Contract.

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“Grasslands” or “GMF” shall have the meaning given in the Casella Organics Contract.

“Hazardous Waste” shall have the meaning given in the Casella Organics Contract.

“Non-Conforming Waste” shall have the same meaning as provided in Section 3.1 of the Casella Organics Contract.

“Nuisance Odors” shall have the same meaning as provided in the Casella Organics Contract.

“Participant” shall mean any party (either a member municipality or other) which enters into a Participation Agreement with the District which provides for the management of Residuals by the District.

“WRRF(s)” shall mean the Participant's Water Resource Recovery Facility(s) .

“Quality Standard” shall have the same meaning as provided in Section 3.1 of the Casella Organics Contract.

“Residuals” shall mean wastewater biosolids generated from treatment of water, wastewater, or other wasted liquids at the WRRF(s).

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EXHIBIT C

RULES AND REGULATIONS

These Rules and Regulations are subject to change upon approval from the District's Board of Commissioners:

1) Laboratory Analysis & Testing

- a) The Participant is responsible for the cost of all laboratory analysis of Residuals (including sampling and sample shipment costs).
- b) The Participant shall have all the required analyses performed as required by the WRRFs' permits, all applicable laws and regulations for the uses contemplated in this Agreement and those required by the Casella Organics Contract.
- c) The Participant shall insure the laboratory analyses are sensitive enough to comply with the values contained in the Casella Organics Contract. The Participant and the District must be able to determine from the analytical results whether a sample meets or exceeds the limits contained in Exhibit C of the Casella Organics Contract.
- d) The Participant shall furnish to the District a copy of all analytical results and quality assurance for residuals managed under this Agreement within 5 business days of receipt from the laboratory.
- e) The Participant will reimburse the District for costs and laboratory analyses, groundwater monitoring, and other testing required for obtaining and maintaining permits for Agronomic Utilization up to the Agronomic Utilization Analysis & Testing Annual Cap as set forth in Section 6 of the Casella Organics Contract. Analyses or tests for the purposes of Residuals management by Agronomic Utilization will not be performed without the prior written consent of the Participant.

2) Notifications

- a) The Participant shall use reasonable efforts to notify the District ninety (90) days in advance of any change in treatment process at the WRRFs(s) that could materially affect the quality of the Residuals.
- b) The Participant shall notify the District in writing within 5 business days if the Participant uses chlorination in the treatment process other than final effluent disinfection or cleaning of final clarifier weirs.
- c) The Participant shall immediately notify the District if they suspect higher than historical amounts materials entering the Participant's wastewater treatment WRRFs for:
 - i) any parameters contained in Exhibit C of the Casella Organics Contract or
 - ii) any other potential toxin
- d) The Participant shall notify and receive permission from the District prior to accepting any Residuals from municipalities or private entities not having a Participation Agreement with the District.
- e) A Participant who is responsible for dewatering Residuals and delivery directly to Casella Organics, shall provide, to both the District and Casella Organics, a schedule of full loads anticipated to be removed by Casella Organics during a given week, by Wednesday of the proceeding week.

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Description	Participation Agreement - 2023 DRAFT Comments 2023.10
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