

**SECOND AMENDMENT
TO THE
RESIDUALS MANAGEMENT SERVICES AGREEMENT**

THIS SECOND AMENDMENT TO THE RESIDUALS MANAGEMENT SERVICES AGREEMENT (the “Amendment”) is entered into as of September 7, 2023, by and between the Chittenden Solid Waste District (Customer), with offices at 19 Gregory Dr, South Burlington, VT 05403 and New England Waste Services of Maine, Inc. d/b/a Casella Organics (Contractor), with offices at 755 Banfield Road, Suite 201, Portsmouth, NH 03801

RECITALS:

WHEREAS, Contractor and the Customer entered into a Residuals Management Service Agreement (the “Agreement”), dated February 1, 2019, and subsequently amended on June 10, 2019, setting forth the terms and conditions upon which Casella Organics has agreed to manage the biosolids residuals generated at the wastewater treatment plants of the Customer’s member municipalities through transportation and disposal at WUSA landfill in Coventry, VT. or processing and beneficial reuse at the Grassland Facility in Chateaugay, NY, and

WHEREAS, the Agreement provides that the Initial Term shall be effective February 1, 2019, and extend for five (5) years ending on January 31, 2024. At the conclusion of the Initial Term, the term shall be automatically extended for additional five (5) year terms, unless either party provides written notice of non-extension to the other party.

WHEREAS, the Contractor and the Customer agree to extend the existing Agreement upon mutual consent for a term of five (5) additional years commencing February 1, 2024 through January 31, 2029; and

WHEREAS, the parties desire to update several terms and conditions of the Agreement as set forth herein.

NOW THEREFORE, the parties hereby agree to amend the Agreement as follows:

1. Section 2, “**Price & Terms**”, “**Base Rates.**”
Effective as of February 1, 2024, Section 2.1.1 Base Rates shall be amended to read as follows:
2.1.1, Base Rates. Customer will compensate Contractor per wet ton of Residuals removed and managed as follows:

Burlington Main to Grasslands	\$120.00
CSWD Sludges to Grasslands	\$114.00
CSWD Sludges to Landfill	\$110.00
2. Section 3, “**Residuals Quality & Quality Standard**”
Effective as of February 1, 2024, Section 3.1, “**Quality Standard**” is hereby amended to read as follows:

3.1. Quality Standard. Customer warrants that the Residuals identified in this agreement and supplied to the Contractor are not classified as hazardous waste under United States Environmental Protection Agency (USEPA) and/or any other applicable laws and regulations, including but not limited to, state laws and regulations, and any such Residuals classified as such shall be deemed “Non-Conforming Waste”. The Residuals shall meet the requirements and guidance of all applicable laws, regulations,

state guidance documents, and permits for the uses contemplated in this Agreement, including any requirements and guidance that is specific to the management of emerging contaminants”.

3. Section 1, “**Service**”

Effective as of February 1, 2024, Section 1.3, “**Weekly Residuals Removal Schedule**” is amended to read as follows:

1.3. Weekly Residuals Removal Schedule

The schedule for removal of Residuals shall be prepared by Customer weekly utilizing “Formstack” Contractor’s Cloud based scheduling tool, or Contractor’s reasonably equivalent alternative software system, to request quantity of the load based upon the Customer’s estimates of the WRRFs’ dewatering or operating schedules and the Contractors reasonable service capabilities and approved by the Contractor and mutually agreed each Thursday for the following week.

All proposed changes to the schedule will be made by the Customer directly to the Contractor and not solely to the Contractor’s subcontract transporter. The Contractor will in good faith meet the requirements of the mutually agreed Schedule.

4. Definitions; **Agreement to remain in effect.**

All capitalized terms used herein and not otherwise defined shall have the respective meanings given in the Agreement. Except as expressly amended herein, the Agreement remains in full force and effect in accordance with its terms and conditions and is hereby ratified and confirmed by the Customer and the Contractor. The amendments contained herein shall become effective as of February 1, 2024, provided, however, that the Customer has obtained by such date the approval of this Amendment from all member communities that operate WRRFs. In the event that the Customer does not obtain such approval by DECEMBER 31, 2023, then the Customer shall notify Contractor, and either the Customer or the Contractor may, upon written notice sent within ten (10) days of such date, terminate the Agreement on January 31, 2024 or, if agreed by the Customer and the Contractor in writing, may remove from the scope of this Agreement those WRRFs for which the Customer has not obtained the approval by such respective municipality that operates such WRRF.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Residual Management Services Agreement be executed by their duly authorized representatives as of the date first set forth above.

Customer:
Chittenden Solid Waste District

By: 

Name: Sarah Reeves

Title: Executive Director

Contractor:
New England Waste Services of ME, Inc. d/b/a
Casella Organics

By: 

Name: Robert Cappadona

Title: Vice President