LEACHATE DISPOSAL AND TREATMENT SERVICES AGREEMENT

This Leachate Disposal and Treatment Services Agreement (this "Agreement") is entered into effective as of October 28, 2026 (the "Effective Date"), by and between **NEWSME Landfill Operations, LLC**, a Maine limited liability company with a business address at 25 Greens Hill Lane, Rutland, Vermont 05701 ("NEWSME-LO"), and City of Brewer acting through its wastewater treatment facility ("Brewer"). NEWSME-LO and Brewer are each a "Party" and collectively the "Parties."

WHEREAS, NEWSME-LO operates and manages the Juniper Ridge Landfill located at 2828 Bennoch Road, Old Town, Maine (the "Landfill"), which generates leachate requiring lawful disposal and treatment;

WHEREAS, Brewer owns or operates a wastewater treatment facility with the authority and capacity, subject to its permits and operating requirements, to receive and treat qualifying leachate; and

WHEREAS, the Parties desire to establish the terms under which Brewer will accept and treat leachate delivered by or on behalf of NEWSME-LO.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the Parties agree as follows:

1. Services and Capacity

1.1 Brewer shall accept, receive, and treat leachate delivered by or on behalf of NEWSME-LO at Brewer's designated receiving location, subject to this Agreement and all applicable permits, laws, regulations, and reasonable written operating requirements communicated by Brewer to NEWSME-LO.

1.2 Brewer shall make available capacity for up seventy-eight thousand (78,000) gallons per day, seven days per week during the Term (the "Maximum Volume"). The Maximum Volume is a capacity limit and not a minimum delivery, take-or-pay, or guaranteed payment obligation. NEWSME-LO shall pay only for leachate actually accepted by Brewer.

1.3 Daily and weekly delivery volumes and delivery times shall be coordinated by the Parties' operational representatives. The Parties recognize that NEWSME-LO's operational conditions may require deliveries on a 24/7 basis from time to time. NEWSME-LO shall provide Brewer with as much advance notice as reasonably practicable of any anticipated need for deliveries outside the regularly established delivery schedule, but in no event less than 72 hours' notice, except in the event of an unforeseen emergency. Brewer shall use commercially reasonable efforts to accommodate such needs when operational conditions warrant. NEWSME-LO shall reimburse Brewer for documented additional staffing, overtime, testing, or other costs caused by deliveries outside the regularly approved schedule. The Parties agree to cooperate in good faith to coordinate delivery schedules, address operational constraints, and minimize inconvenience to both Parties. Brewer's provision of services is non-exclusive, and NEWSME-LO may use other lawful treatment or disposal facilities.

1.4 NEWSME-LO shall be responsible for transportation and delivery of leachate to Brewer's receiving location and shall comply with applicable transportation laws and Brewer's reasonable site safety and delivery procedures.

1.5 Spills and Releases. Except to the extent caused by Brewer's employees, agents, contractors, or subcontractors, NEWSME-LO shall be responsible for any spill, discharge, leak, or release of leachate occurring during transportation, delivery, unloading, or other handling of leachate before Brewer's acceptance of the leachate at its designated receiving point, including any spill or release caused by NEWSME-LO's employees, agents, contractors, subcontractors, or transporters. NEWSME-LO shall immediately notify Brewer and all governmental authorities required by applicable law; promptly contain, clean up, remove, and remediate the spill or release to Brewer's reasonable satisfaction and in accordance with applicable law; and reimburse Brewer for all reasonable costs incurred in responding

to or addressing the spill or release, including labor, equipment, testing, disposal, restoration, consulting, and legal costs. Brewer may take any immediate action it reasonably determines necessary to protect persons, property, its treatment facilities, or the environment, without limiting NEWSME-LO's obligations under this Section.

2. Acceptance Standards and Testing

2.1 Brewer may reject a load only if Brewer reasonably determines that the leachate does not comply with Brewer's applicable permit, pretreatment requirements, or written acceptance criteria; presents an immediate threat to personnel, equipment, treatment processes, or the environment; or cannot be accepted because of an emergency or Force Majeure event.

2.2 Upon reasonable request, NEWSME-LO shall provide representative analytical data for the leachate at its expense. Brewer may conduct confirmatory sampling and testing. Unless immediate rejection is reasonably necessary, Brewer shall promptly notify NEWSME-LO of a suspected noncompliance and provide the supporting test results or other basis for the determination.

2.3 Brewer shall use commercially reasonable efforts to provide at least seven (7) days' advance notice of planned, non-emergency restrictions or interruptions affecting acceptance of leachate.

3. Price, Measurement, Invoicing, and Payment

3.1 NEWSME-LO shall pay Brewe[redacted] per gallon of leachate actually accepted by Brewer. If Brewer accepts the entire Maximum Volume, the aggregate service charges would equal $[redacted] exclusive of any mutually approved taxes or separately agreed charges.

3.2 Volumes shall be determined using Brewer's receiving records, flow meter, scale conversion methodology, or another measurement method mutually accepted by the Parties. Brewer shall maintain reasonable supporting records.

3.3 Brewer shall invoice NEWSME-LO monthly in arrears and include the dates and gallons accepted during the invoice period. NEWSME-LO shall pay undisputed amounts within thirty (30) days after receipt of a complete and accurate invoice. NEWSME-LO may withhold a disputed amount while the Parties work in good faith to resolve the dispute, but shall timely pay all undisputed amounts.

3.4 No minimum volume commitment, reservation fee, shortfall payment, or other fixed charge shall apply unless expressly agreed in a written amendment signed by both Parties.

4. Term and Termination

4.1 The term of this Agreement begins on October 28, 2026 and expires at 11:59 p.m. on October 31, 2027 (the "Term"), unless earlier terminated in accordance with this Agreement.

4.2 Either Party may terminate this Agreement for the other Party's material breach if the breaching Party fails to cure the breach within thirty (30) days after receiving written notice describing the breach in reasonable detail; provided that, if the breach cannot reasonably be cured within thirty (30) days, the breaching Party shall have additional time reasonably necessary to complete the cure if it begins cure efforts within the initial period and diligently pursues them.

4.3 Either Party may terminate this Agreement upon written notice if a change in law, permit condition, or binding governmental order makes continued performance unlawful. Brewer may suspend acceptance immediately to address an imminent safety, environmental, permit, or treatment-process risk, but shall promptly notify NEWSME-LO and resume acceptance when the condition is resolved.

4.4 NEWSME-LO or the City of Brewer may terminate this Agreement for convenience, without cause or penalty, upon at least ninety (90) days' prior written notice to the other party.

4.5 Before expiration of the Term, the Parties may negotiate in good faith regarding a mutually acceptable written extension of this Agreement or a new or amended agreement providing for different volumes, terms, pricing, or other conditions. Neither Party shall be obligated to extend or modify this agreement unless and until the Parties execute a written agreement signed by their authorized representatives.

4.6 Expiration or termination does not affect rights or payment obligations accrued before the effective date of expiration or termination. Sections intended by their nature to survive, including payment, indemnification, limitations of liability, records, and governing law, shall survive.

5. Force Majeure

5.1 Neither Party shall be liable for delay or failure to perform to the extent caused by an event beyond its reasonable control that could not have been prevented or overcome through commercially reasonable diligence, including severe weather, natural disaster, fire, flood, epidemic, war, terrorism, civil disturbance, labor disruption, governmental order, utility failure, or material failure of treatment infrastructure (a "Force Majeure Event").

5.2 The affected Party shall promptly notify the other Party, use commercially reasonable efforts to mitigate the effects, and resume performance as soon as reasonably practicable. Payment obligations for services already received are not excused. If a Force Majeure Event materially prevents performance for more than sixty (60) consecutive days, either Party may terminate this Agreement upon written notice.

6. Compliance; Operation of Facilities

6.1 Each Party shall comply with laws, permits, and governmental requirements applicable to its performance. Brewer shall be solely responsible for operation and maintenance of its treatment and receiving facilities. NEWSME-LO shall be solely responsible for the Landfill's leachate management before acceptance by Brewer and for transportation to Brewer's receiving location.

6.2 Each Party represents that it has authority to enter into this Agreement and that execution and performance have been duly authorized.

7. Insurance and Indemnification

7.1 Each Party shall maintain insurance customary and commercially reasonable for its activities and obligations under this Agreement.

7.2 To the extent permitted by law, each Party (the "Indemnifying Party") shall indemnify, defend, and hold harmless the other Party and its officers, employees, and agents from third-party claims, damages, losses, and reasonable attorneys' fees to the extent caused by the Indemnifying Party's negligence, willful misconduct, or material breach of this Agreement. No Party shall be obligated to indemnify another for the indemnitee's own negligence or willful misconduct.

8. Limitation of Liability

8.1 Neither Party shall be liable to the other for indirect, incidental, special, punitive, exemplary, or consequential damages, including lost profits or lost business opportunity, arising out of this Agreement, regardless of the theory of liability. This limitation does not apply to third-party claims subject to indemnification, willful misconduct, or amounts owed for services accepted under this Agreement.

9. Records and Confidentiality

9.1 Each Party shall maintain records reasonably necessary to verify volumes, testing, invoicing, and compliance in accordance with State Law and shall provide relevant records to the other Party upon reasonable request.

9.2 A Party receiving nonpublic business, technical, operational, or analytical information designated as confidential shall use reasonable measures to protect it and shall use it only for purposes of this Agreement. This obligation does not apply to information that is publicly available through no breach, was already lawfully known, is received lawfully from a third party, or is independently developed. If disclosure is required by law, including applicable public records laws, the receiving Party shall, to the extent legally permitted, provide prompt notice and reasonably cooperate in efforts to limit disclosure.

10. Notices

10.1 Formal notices under this Agreement shall be in writing and delivered personally, by nationally recognized overnight courier, by certified mail (return receipt requested), or by email with confirmation of receipt, to the addresses below or to any replacement address designated by notice:

If to NEWSME-LO:

NEWSME Landfill Operations, LLC
Attn: Wayne Boyd, General Manager
25 Greens Hill Lane
Rutland, VT 05701
Email: wayne.boyd@casella.com

If to Brewer:

City of Brewer, Maine
Attn: Eric Glidden
Address: 80 N. Main St.
Brewer, ME 04412
Email: eglidden@brewermaine.gov

Copy to:

Shelley E. Sayward, Executive Vice President &
General Counsel
Casella Waste Systems, Inc.
25 Greens Hill Lane
Rutland, VT 05701

Shelley.sayward@casella.com

11. Miscellaneous

11.1 The Parties are independent contractors. Neither Party may bind the other or act as the other's agent.

11.2 Neither Party may assign this Agreement without the other Party's prior written consent, except that NEWSME-LO may assign this Agreement to an affiliate or to a successor to substantially all assets or operations associated with the Landfill upon written notice, provided the assignee assumes NEWSME-LO's obligations.

11.3 This Agreement is governed by the laws of the State of Maine, without regard to conflict-of-law principles. The Parties consent to venue in a state or federal court of competent jurisdiction located in Maine.

11.4 This Agreement constitutes the entire agreement concerning its subject matter and supersedes prior discussions and understandings. Any amendment or waiver must be in writing and signed by authorized representatives of both Parties. A waiver on one occasion is not a waiver on another.

11.5 If any provision is held unenforceable, it shall be enforced to the maximum lawful extent, and the remaining provisions shall remain effective. Headings are for convenience only.

11.6 This Agreement may be executed in counterparts and by electronic signature, each of which is deemed an original and all of which together constitute one instrument.

11.7 Nothing in this Agreement creates rights in any person or entity other than the Parties and their permitted successors and assigns.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized representatives.

NEWSME LANDFILL OPERATIONS, LLC:

By: Simon A. Tripp
Name: Simon A. Tripp
Title: Vice President
Date: 09/24/2026

CITY OF BREWER, MAINE:

By: Eric Glidden
Name: Eric Glidden
Title: City Manager
Date: 9/22/26