

APPENDIX N

HOST AGREEMENT

**DRAFT SUPPLEMENTAL ENVIRONMENTAL IMPACT STATEMENT
HAKES C&D DISPOSAL LANDFILL EXPANSION PROJECT
TOWN OF CAMPBELL, NEW YORK**

HOST AGREEMENT

This **HOST AGREEMENT** (the "**Agreement**") is made and entered into this 9th day of January, 2017 ("**Effective Date**"), by and between the **TOWN OF CAMPBELL**, a political subdivision organized and existing under the laws of the State of New York with offices located at 8529 Main Street, Campbell, New York 14821 ("**Town**"), and **HAKES C&D DISPOSAL, INC.**, a New York corporation, and subsidiary of New England Waste Services of N.Y., Inc., engaged in the business of solid waste management in the Town of Campbell, New York, with an office located at 58 Clifton Country Road, Suite 200, Clifton Park, New York 12065 ("**Hakes**") (Town and Hakes are also sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**").

WITNESSETH

WHEREAS, Hakes owns and operates the Hakes Construction & Demolition Debris Landfill (as defined below), which is located in the Town of Campbell, New York, at 4376 Manning Ridge Road, Painted Post, New York 14870; and

WHEREAS, Hakes is cognizant of the Town's vital interest in the Landfill as the Town is the situs of the Landfill, and of the burdens that may be perceived from being the host municipality of a solid waste management facility, and Hakes is desirous of the Town's input, insight and active participation in matters concerning the Landfill; and

WHEREAS, on or about June 27, 1994, the Town issued a Conditional Use Approval for the construction of the Landfill ("**Conditional Use Approval**"), pursuant to which, among other things, Hakes agreed to (i) pay the Town a host community benefit payment, (ii) address the long term road maintenance of Manning Ridge Road (as defined below) and (iii) not operate the Landfill under any modification to the existing New York State Department of Environmental Conservation ("**NYSDEC**") Permit for the Landfill (Permit No. 8-4630-00010/0001-0) ("**DEC Permit**") without the Town's approval; and

WHEREAS, on or about September 28, 2000, the Town and Hakes entered into that certain Road Maintenance Permit Agreement, pursuant to which, Hakes agreed to reconstruct and maintain Manning Ridge Road ("**Road Maintenance Permit Agreement**"); and

WHEREAS, Hakes has proposed to the Town, and intends to propose to the NYSDEC, an expansion of the Landfill, and related modification to the DEC Permit, consisting of a lateral expansion to create new cell areas for ongoing disposal capacity (the "**Expansion**"); and

WHEREAS, the Expansion will require, among other governmental approvals, the approval of the Town under the Town's Zoning Law, Local Law #3 of 2014, as amended by Local Law #1 of 2015 (the "**Zoning Law**"), which requires approval by the Town Board pursuant to Article 9 of the Zoning Law and review and a recommended decision from the Planning Board in accordance with Article 10 of the Zoning Law; and

WHEREAS, the Parties have discussed the Landfill, and now desire to enter into this Agreement to memorialize certain agreements and understandings between the Parties with respect to the Landfill, the Expansion and its Permittable Capacity (as defined below).

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties contained herein, and for other good and valuable consideration, the receipt and sufficient of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Definitions.** For the purpose of this Agreement the following words and phrases shall have the following meanings:

"Acceptable Waste" shall mean construction and demolition debris, as defined in 6 NYCRR 360-1.2(b)(38) or any amendments thereto, whether such materials are from residential, commercial, institutional or industrial sources, but shall not include Excluded Waste.

"Closure" shall mean those acts and activities required by the New York State Environmental Conservation Law ("ECL"), and the regulations adopted thereunder, which result in a permanent cessation of use of a construction and demolition debris landfill, as those requirements and regulations may be amended or modified, and which result in a stabilized landfill which is not in active use, excluding those acts and activities which are required for Post-Closure Care, including monitoring, reporting and maintenance for the periods set forth in the relevant environmental statutes and regulations, as they may be amended or shortened.

"Excluded Waste" shall mean flammable, explosive, radioactive, or toxic substances; hazardous waste; liquid wastes; certain pathological and biological wastes as Hakes may determine in its sole discretion; oil; petroleum products; industrial sludge; household hazardous waste or any other waste excluded by any Permit or applicable federal, state or local environmental law. This term shall also include such other waste material which Hakes finds, in its sole discretion, to pose an unreasonable risk or danger to the operation or safety of the Landfill or the environment.

"Force Majeure" shall mean any act, event or condition reasonably relied upon by a party as justification for delay in or excuse from performing or complying with any obligation, duty or agreement required of a Party under this Agreement, which act, event or condition is beyond the reasonable control of the Party or its agents relying thereon, including, without limitation: (a) an act of God, epidemic, landslide, lightning, earthquake, fire, explosion, storm, flood or similar occurrence; (b) an act of public enemy, war, blockage, insurrection, riot, general arrest or restraint of government and people, civil disturbance or disobedience, sabotage or similar occurrence, interference by third parties with any solid waste disposal operations or any other duties of the Party, which interference causes the performance of the Party's obligations under this Agreement to be impossible or not feasible; (c) a strike, work slowdown, or similar industrial or labor action; (d) an order or judgment (including, without limitation, a temporary restraining order, temporary 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; (e) the denial, loss, suspension, expiration, termination or failure of renewal of any permit, license or other governmental approval required to operate the Landfill which does not result from any negligent or willful act or omission of the Party; (f) the adoption or change (including a

change in interpretation or enforcement) of any federal, state, county, or local law, rule, permit, regulation or ordinance after the Effective Date applicable to the Parties, adversely affecting any obligations hereunder; or (g) the institution of a legal or administrative action, or similar proceeding, by any person, corporation, agency or other entity which delays or prevents any aspect of the development or operation of the Landfill, including, without limitation, comments on or challenges to the consideration or issuance of any permit, license or other approval required to construct or operate the Landfill at its Permittable Capacity.

“Governmental Authority(ies)” shall mean any and all agencies, authorities, boards, bodies, commissions, courts, instrumentalities, legislatures and offices of any municipal, local, state or federal governmental unit or subdivision having jurisdiction over the Landfill.

“Landfill” shall mean the assets and properties used or held for use by Hakes in connection with the Hakes Construction & Demolition Debris Landfill (4376 Manning Ridge Road, Painted Post, New York 14870), including all land, buildings, appurtenances, office furniture, equipment and fixtures, the full benefit of all utility arrangements, licenses and permits, including rights of assignment to the extent any such licenses and permits may be assignable, and all other rights, assets and interests, all as used in connection with the Hakes Construction & Demolition Debris Landfill, as it now exists or hereafter expands.

“Manning Ridge Road” or **“Roads”** shall mean that portion of Manning Ridge Road located within the Town, starting on Erwin Hollow Road at the Town line, continuing to its point of intersection with the westerly limit of Erwin Hollow Road, then north to the intersection therewith of the northernmost access roadway leading into the Landfill.

“Permit” shall mean any permit, license, certificate, consent, registration or other approval that must be issued by any applicable Governmental Authority to construct, operate, use, maintain, expand or close the entirety, or any portion, of the Landfill, and all renewals and modifications thereof. The term Permit expressly includes any 6 NYCRR Part 360 Permit, or renewal or modification thereof, issued to Hakes for the Landfill. The term Permit, when preceded by the adjectives “final and binding,” shall mean a Permit lawfully issued, with all time periods to challenge the Permit expired, and any appeals or challenges to the Permit resolved in favor of the construction and/or operation of the Landfill.

“Permittable Capacity” shall mean the total capacity of the Landfill based upon the practical build-out of the Landfill by Hakes, as may be approved and permitted by the New York State Department of Environmental Conservation (**“NYSDEC”**), or its successor agency.

“Post Closure Care” shall mean those acts and activities which are required for post-closure care of the Landfill, including, without limitation, monitoring, reporting and maintenance for the time periods set forth in the relevant environmental statutes and regulations, including, without limitation, 6 NYCRR Part 360, as they may be amended from time to time, and all Permits.

“Tipping Fee” shall mean the fee to be charged by NEWSNY for the disposal of a single Ton of Acceptable Waste at the Landfill.

"Ton" shall mean 2,000 pounds or the volume equivalent.

All other capitalized terms shall have the meaning ascribed to such term in this Agreement.

2. Landfill Operations. Hakes shall operate the Landfill in compliance with all applicable laws, rules and regulations of Governmental Authorities having jurisdiction over the Landfill and all Permits, and any modifications and renewals thereof; provided, however, that Hakes shall have the right, at its own cost and expense, to contest or review by legal proceedings the validity or legality of any such law, rule, regulation or Permit and, during such contest, Hakes may, in its sole discretion, refrain from complying therewith.

3. Cooperation.

(a) The Town shall at all times cooperate with Hakes in obtaining, maintaining, renewing, amending and/or modifying all Permits in furtherance of, and shall process in accordance with all applicable laws any and all permit applications for local Permits necessary and convenient for, the operation of the Landfill at its Permittable Capacity. This Agreement does not require the Town to issue any permit or approval, although certain benefits may be contingent upon future events, including approval of the Expansion by Governmental Authorities.

(b) In the event the Town adopts any new local law, ordinance, resolution or policy that has a material adverse impact on the rights of Hakes to develop, construct, operate, use, maintain, upgrade, expand or close the Landfill, all of the rights provided to Hakes hereunder, under any then-existing Permit (or under any application for a Permit, if Hakes has expended more than \$100,000 on such application) or under any then-existing local law, ordinance, resolution or policy shall be deemed vested rights, and Hakes shall be protected and excluded from the operation of any such new local law, ordinance, resolution or policy to the extent accorded under law to a holder of vested rights. Notwithstanding the foregoing, nothing contained herein shall prevent the Town from enforcing any existing, or adopting any new, local laws, ordinances, resolutions or policies that regulate public health, safety or welfare in a reasonable manner which do not materially and unreasonably interfere with Hakes' development, construction, operation, use, maintenance, upgrade, expansion or closure of the Landfill. If the Town is required by a county, state or federal statute to adopt any new local law, ordinance, resolution or policy that has a material adverse impact on the rights of Hakes to develop, construct, operate, use, maintain, upgrade, expand or close the Landfill, then Hakes may, in its sole discretion, either terminate this Agreement or elect to attempt to renegotiate in good faith with the Town the terms hereof affected thereby.

(c) In furtherance of the interests of the Town, as defined herein, the Town shall, at the request of Hakes, and to the extent permitted by applicable law, seek lead agency status under the New York State Environmental Quality Review Act (SEQRA) and thereafter act as lead agency regarding all projects, activities and expansions related to the Landfill which require a permit or approval from the Town, including the Expansion. Hakes hereby agrees that, in such event, Hakes will pay all fees and costs of the Town relating to the SEQRA process in

accordance with Article 18 of the Town Zoning Law. Upon receipt of any invoices subject to the cost reimbursement requirements of this paragraph, the Town shall promptly send a copy of such invoices to Hakes. In addition to the notice requirements of paragraph (e) of Section 12 of this Agreement, copies of such invoices shall be sent to: Rose Bartlett at the following e-mail address: rose.bartlett@casella.com. All such invoices shall be reimbursed to the Town within thirty (30) days after receipt by Hakes of a copy of each invoice. Transmittal by the Town by e-mail to the address set forth in this paragraph shall begin the thirty (30) day time period for reimbursement by Hakes.

(d) The Town shall, at the request of Hakes, execute all documents consistent with the purposes of this Agreement, and will further undertake to the extent not in violation of law any steps requiring local legislation or resolution in order to provide to Hakes the rights granted herein and all contemplated and required approvals relative to the Landfill and to Hakes' development, construction and operation of the Expansion and all other Permittable Capacity.

4. Term. The term of this Agreement shall commence on the Effective Date and continue until Hakes has completed all Closure requirements which result in a permanent cessation of use of the Landfill. It may only be terminated on an earlier date either by written instrument executed by both Parties or by either Party in accordance with the terms hereof.

5. Host Fees.

(a) Hakes shall, commencing on the Effective Date and continuing for so long as this Agreement remains in effect, pay to the Town, on a calendar quarter bases, a Host Fee equal to One Percent (1%) of the Tipping Fees received by Hakes for disposal of Acceptable Waste at the Landfill during the immediately preceding quarter (**Host Fee**). Upon receipt by Hakes of final and binding Permits relative to the Expansion, annually, the Host Fee shall be increased to Fifty-Five Cents (\$0.55) per Ton of Acceptable Waste disposed at the Landfill for the first 250,000 tons of Acceptable Waste received at the Landfill each year and One Dollar and Twenty Cents (\$1.20) for each Ton of Acceptable Waste received at the Landfill thereafter, payable quarterly relative to the Acceptable Waste received during the preceding quarter. The Host Fee shall be paid within thirty (30) days of the end of each quarter.

(b) Hakes shall, together with such payment, deliver to the Town a written statement prepared by Hakes that shows the detailed calculation of the Host Fee payment. The Town shall, upon reasonable request, have the right to inspect the books and records maintained by Hakes related to the Host Fee calculation; provided, however, that Hakes shall not be obligated to hold the books and records for more than two (2) years. Any information obtained by the Town as a result of such inspection shall be treated as confidential business information.

(c) The Parties hereby agree that the Host Fee is in lieu of any fees or other amounts due to the Town from Hakes in relation to the Landfill, including, without limitation the host community benefit payment provided for in the Town's Conditional Use Approval, except for those fees and costs expressly permitted in Section 3(c) hereof. The Town shall not enact any new law, ordinance, resolution or policy to replace or supplement the Host Fee.

6. Manning Ridge Road Repair and Maintenance.

(a) Road Maintenance. The Town shall maintain the Roads in accordance with all laws, rules and regulations, in good condition, order and repair, and at a level such that R permitted vehicles may pass across and use the Roads ("**Road Maintenance Activities**"). Such Road Maintenance Activities shall include, without limitation, (i) keeping the Roads open during inclement weather, (ii) crack sealing, patching, repairing potholes, surface sealing, snow removal and shoulder maintenance of the Roads, as necessary, (iii) cleaning, mowing, brush control and guide rail maintenance of the side of the Roads, as necessary, and (iv) and maintaining ditches and culverts, as necessary.

(b) Capital Repairs or Upgrades. The Town shall also perform all necessary capital repairs and upgrades necessary to maintain the Roads, as required by Section 6(a), above. Such capital repairs and upgrades shall include, for example, the installation of guide rails. Hakes shall, for the calendar year 2017, pay to the Town the Town's actual cost of performing such capital repairs or upgrades to the Roads up to a maximum amount of Sixty Five Thousand and 00/100 (\$65,000.00) US Dollars. Such payment shall be made by July 1, 2017. Within thirty (30) days of the Effective Date hereof, and thereafter by October 31st of each successive year of the Term of this Agreement, the Town shall prepare and submit to Hakes a description of the capital repairs or upgrades planned for the Roads in the following year and the estimated cost of such work. Commencing in 2018 and for each year thereafter for the Term of this Agreement, Hakes shall pay to the Town, by April 15th of each year, the cost of such capital repair or upgrade, as estimated by the Town, up to the maximum amount of Fifty Thousand and 00/100 (\$50,000.00) Dollars (the "**Annual Road Construction Fee**"), unless the Road Reserve Fund reaches the maximum amount provided in paragraph (c) below in which event the Annual Road Construction Fee shall be limited to the actual costs incurred by the Town that year. The Road Construction Fee and the Escrowed Funds described below shall be used solely for capital repairs and upgrades to the Roads.

(c) Escrowed Funds. The Town shall place in an escrow account all Annual Road Construction Fees paid by Hakes for use solely on the Roads, as contemplated above. Any funds remaining in the escrow account at the end of each year may be accumulated by the Town in escrow as a road reserve fund up to a maximum amount of One Hundred Thousand and 00/100 (\$100,000.00) US Dollars ("**Road Reserve Fund**"). In the event that the Road Reserve Fund exceeds One Hundred Thousand and 00/100 (\$100,000.00) US Dollars on December 31st of any year, the excess amount shall, on or before January 31st of the following year, be refunded to Hakes. If, however, the Road Reserve Fund is later used by the Town for capital repairs or upgrades to the Roads, then the Annual Road Construction Fee shall be Fifty Thousand and 00/100 (\$50,000.00) US Dollars until the Road Reserve Fund is restored to One Hundred Thousand and 00/100 (\$100,000.00) US Dollars. The Town shall, on or before January 31st of each year, provide to Hakes a statement reconciling the escrow account as of the previous December 31st. Hakes shall, upon reasonable request, have the right to inspect the books and records maintained by the Town related to the calculation and use of the Annual Road Construction Fees.

7. Representations, Warranties and Covenants of the Town. The Town hereby represents, warrants, covenants and agrees as follows:

(a) Existence and Good Standing. The Town is validly existing as a political subdivision in good standing under the laws of the State of New York.

(b) Approval and Authorization. The Town has full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder. The Town has duly authorized the execution and delivery of this Agreement and the Town's performance of all of its duties and obligations contained herein, and this Agreement constitutes a valid and legally binding obligation of the Town, enforceable in accordance with its terms.

(c) No Litigation or Conflicts. There is no action, suit, or proceeding pending or, to the best of the Town's knowledge and belief, threatened against or affecting the Town at law or in equity before or by any court or federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, (A) wherein any decision, ruling or finding would adversely affect the transactions contemplated herein, or (B) arising directly or indirectly out of the existence or operation of the Landfill. The execution, delivery and performance of this Agreement by the Town will not result in a violation of or be in conflict with any ordinance, agreement, instrument, judgment, decree, order, statute, rule, or government regulation to which the Town is a party or has enacted, or by which the Town is bound.

(d) Zoning. By executing this Agreement the Town warrants, represents and agrees that the Landfill is and will be an existing, current vested use, which shall not be affected by any future zoning or land use regulations or changes in regulations. The Town agrees to process any petitions or applications for approvals, if required, that might be necessary for the operation of the Landfill, including the Expansion.

(e) Binding Contract. The Town is authorized by law to pass all necessary local laws and resolutions and take all necessary actions to meet the obligations and covenants contained herein. The Town agrees and covenants that if it shall take action inconsistent with the agreements, covenants and obligations contained in this Agreement, that such action by the Town shall constitute an event of default hereunder.

(f) Public Interest. The Town has determined that it is in the public interest of the citizens of the Town to enter into this Agreement and to authorize Hakes to continue the operation of the Landfill.

(g) Statements. No statement, information, representation or warranty of the Town contained in this Agreement or furnished by or on behalf of the Town in connection with the transactions contemplated herein contains any untrue statements of a material fact or omits to state a material fact necessary in order to make a statement contained herein not misleading.

8. Representations, Warranties and Covenants of Hakes. Hakes hereby represents, warrants and agrees as follows:

(a) Existence of Good Standing. Hakes is a validly existing corporation authorized to do business in, and is in good standing under the laws of, the State of New York.

(b) Approval and Authorization. Hakes has full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder. Hakes' Board of Directors has duly authorized the execution and delivery of this Agreement and Hakes' performance of all of its duties and obligations contained herein, and this Agreement constitutes a valid and legally binding obligation of Hakes, enforceable in accordance with its terms.

(c) No Litigation or Conflicts. There is no action, suit, or proceeding pending or, to the best of Hakes' knowledge and belief, threatened against or affecting Hakes, at law or in equity, before or by any Court or federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality wherein any decision, ruling or finding would adversely affect the transactions contemplated herein. The execution, delivery and performance of this Agreement by Hakes will not result in a violation of or be in conflict with any ordinance, agreement, instrument, judgment, decree, order, statute, rule, or government regulation to which Hakes is a party or by which Hakes is bound.

9. Survival or Warranties, Representations and Covenants. All representations, warranties, promises, agreements, obligations, covenants and statements made herein shall survive the Effective Date and shall thereafter extend for the duration of this Agreement, as it may be extended by the Parties, regardless of what investigations the Parties may have made before or after the Effective Date, except those representations and warranties which are expressly waived hereafter by the Party benefiting therefrom. Nothing herein contained shall require that any Party waive any such representations and warranties.

10. Default; Disputes; Mediation; Remedies.

(a) Default Defined. It shall be an event of default hereunder if either Party (a **"Defaulting Party"**) fails to comply with any material provision hereof.

(b) Right to Cure by Defaulting Party. The Defaulting Party shall have the right to cure an event of default, as provided below, to the satisfaction of the other Party (the **"Non-Defaulting Party"**), which satisfaction shall not to be unreasonably withheld, conditioned or delayed:

(i) by curing such default within ninety (90) days of receipt of written notice from the Non-Defaulting Party describing the default; or

(ii) by continuously demonstrating within ninety (90) days of receipt of written notice from the Non-Defaulting Party describing the default that it is actively and continuously pursuing a course of action which can reasonably be expected to lead to a cure of the default (with the ninety (90) day period being extended for so long as the Defaulting Party is actively and continuously pursuing such a course); provided, however, that in the event of the failure of any Party to pay the other Party any sum or due amount required to be paid hereunder, cure shall consist of payment of such sum or due amount within fifteen (15) days of written

demand from the Non-Defaulting Party, together with interest accruing at the legal rate from the date the payment was due.

(c) Right to Cure by Non-Defaulting Party. In the event of a default, and the failure by the Defaulting Party to cure the default, as provided in Section 10(b), above, the Non-Defaulting Party shall, upon five (5) days prior written notice to the Defaulting Party, have the right, but not the obligation or duty, to cure such default and to collect from the Defaulting Party, on demand, all costs and expenses of curing such default, together with interest at the legal rate from the date the expenses were incurred by the Non-Defaulting Party. The Non-Defaulting Party may also offset such costs and expenses against any sums due or which become due from the Non-Defaulting Party to the Defaulting Party will hereunder. The Non-Defaulting Party shall use its best efforts to employ an economically reasonable method of curing any such default.

(d) Mediation. In the event of a dispute concerning compliance with this Agreement, Hakes and the Town agree that they will engage in alternative dispute resolution in the form of non-binding mediation. The Parties recognize that certain disputes are not amenable to mediation. In the event either Party determines to proceed to resolution of a dispute through judicial litigation, this Agreement to submit disputes to mediation will not be used against any Party in the judicial forum. The Parties further agree that neither Party shall have any right to terminate this Agreement, or performance hereunder, until a final, non-appealable, judicial decision has been made declaring the Defaulting Party to be in default and the Defaulting Party has failed to cure such default within thirty (30) days of such decisions (or such additional time as necessary for the Defaulting Party to cure such default with reasonable diligence).

(e) Remedies. Except as set forth herein, the specified remedies to which the Parties may resort under the terms of this Agreement are not exclusive of each other or of any other remedies or means of redress to which the Parties may lawfully be entitled at law, in equity or otherwise in case of any default or threatened default of any term or condition hereof and the exercise of any one remedy will not preclude the exercise of any other available remedy.

11. Force Majeure. In the event that any Party hereto is rendered unable, wholly or in part, by an event of Force Majeure to carry out any of the obligations under this Agreement, then, in addition to the other remedies provided in this Agreement, the obligations of the respective Party which are prevented may be suspended and tolled during the continuation of the event of Force Majeure, but for no longer a period. At any time that any Party intends to rely upon an event of Force Majeure to suspend obligations as provided in this Section, such Party shall notify the other Party as soon as reasonably practical describing in reasonable detail the circumstances of the event of Force Majeure. Notice shall again be given when the effect of the event of Force Majeure has ceased. No surety or bond shall be required during an event of Force Majeure.

12. Miscellaneous.

(a) Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective successors and assigns.

(b) Future Town Boards. The Parties acknowledge that the Town Board cannot legally bind itself or any future Town Board regarding issuance of required approvals for construction and operation of the Landfill. This Agreement does not require the Town to issue any permit or approval.

(c) Entire Agreement. This Agreement constitutes the entire Agreement between the Parties, and cancels and supersedes all prior negotiations, representations, understandings and agreements, either written or oral, between such Parties with respect to the Landfill, including, without limitation, the Town's Conditional Use Approval and the Road Maintenance Permit Agreement.

(d) Modifications. This Agreement cannot be changed orally, but only by agreement in writing signed by the Party against whom enforcement of the change, modification or discharge is sought or by its duly authorized agent.

(e) Assignment. This Agreement may not be assigned by either Party without the consent of the other Party; except Hakes may, without the Town's consent, assign this Agreement to any entity controlling, controlled by, or under common control with Hakes.

(f) Notice. All notices or other communications to be given hereunder shall be in writing and may be given by personal delivery, by overnight courier or by registered or certified mail, return receipt requested, properly addressed to the addresses below. Notice shall be deemed given, if personally delivered, upon delivery thereof, if mailed by overnight courier, one (1) day after deposit with the overnight courier, or, if mailed by registered or certified mail, three (3) days after deposit in an official receptacle for such mail.

To the Town: Town Supervisor
 Town of Campbell
 8529 Main Street
 Campbell, New York 14821

With a copy to: Underberg & Kessler LLP
 Ronald G. Hull, Esq., of Counsel
 300 Bausch & Lomb Place
 Rochester, New York 14604

To Hakes: Hakes C&D Disposal, Inc.
 58 Clifton Country Road, Suite 200
 Clifton Park, New York 12065

With a copy to: General Counsel
 Casella Waste Systems, Inc.
 25 Greens Hill Lane
 Rutland, Vermont 05701

(g) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

(h) No Waiver. The failure of any Party to insist on the strict performance of any term, covenant or provision of this Agreement shall not be construed as a waiver or a relinquishment of rights related to such term, covenant or provision or the future performance of such term, covenant or provision. No waiver of any term, covenant or provision hereof shall be effective unless in written and executed by the Party to be charged with such waiver.

(i) Severability. In the event any provision contained in this Agreement, or portion thereof, shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, or portion thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision, or portion thereof, had never been contained herein; provided, however, that it is the intention of the Parties that in lieu of each term, clause, or provision, or portion thereof, that is held to be invalid, illegal or unenforceable, there shall be added by mutual agreement as a part of this Agreement a term, clause or provision, or portion thereof, as similar in terms to such invalid, illegal or unenforceable term, clause or provision, or portion thereof, as may be possible and valid, legal or enforceable. Notwithstanding the above, if the term of this Agreement is held to be invalid, illegal, or unenforceable in any respect, then the term of this Agreement shall automatically be the maximum valid and legal term allowed by applicable law.

(j) No Joint Venture. Neither this Agreement, nor any term or condition hereof, is intended, nor shall they ever be construed as to create, a legal partnership by and between the Town and Hakes, make the Town and Hakes joint venturers, or make either Party in any way responsible for debts and/or losses of the other Party. The Parties are and shall be independent contractors in their relationship with each other and no Party is, nor shall be considered, an agent or legal representative of the other Party for any purposes whatsoever. No Party has any express or implied authority to assume or create any obligation or responsibility on behalf of the other Party or to bind the other Party in any way.

(k) Captions and Headings. Captions and headings throughout this Agreement are for convenience and reference only and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision or of the scope or intent of this Agreement nor in any way effect this Agreement.

(l) Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Any facsimile or electronically transmitted copies hereof or signature hereon shall, for all purposes, be deemed originals.

(m) Authority of Parties. The individuals who have executed this Agreement on behalf of the respective Parties expressly represent and warrant that they are authorized to sign on behalf of such entities for the purpose of duly binding such entities to this Agreement.

Execution Copy

*** * * SIGNATURES APPEAR ON THE FOLLOWING PAGE * * ***

Execution Copy

IN WITNESS WHEREOF, the Parties have caused their respective duly authorized officers to execute this Agreement under seal as of the day and year first above written.

TOWN OF CAMPBELL, NEW YORK

By: Jeffrey P. Horton

Name: Jeffrey P. Horton

Title: Deputy

HAKES C&D DISPOSAL, INC.

By: Harry G. Skilling

Name: Harry G. Skilling

Title: V.P.