

**City of Oneida, New York and Carne I Corp.**

**Organics Waste Management Agreement**

This Organics Waste Management Agreement (“Agreement”) is made April 24, 2026 (“Effective Date”), between the City of Oneida (“Oneida”) and Carne I Corp., an Idaho corporation (“Customer”), each a “Party” and jointly the “Parties.”

**Whereas**, the City of Oneida has anaerobic digesters and other wastewater treatment infrastructure for processing and treatment of municipal wastewater and high strength organic waste (“HSOW”) at the City’s Organics and Water Resource Recovery Center (“OWRRC”) in the City of Oneida, State of New York (the “Facility”);

**Whereas**, Customer arranges the disposal of primary float wastes generated by dissolved air flotation and/or suspended air flotation processes (“Wastes”); and

**Whereas**, it is the intent of the Parties to provide in this Agreement for Customer to transport the Wastes described herein to the Facility, and for OWRRC to provide treatment and disposal services for those Wastes.

**Now therefore**, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the Parties agree as follows.

- 1. Effective Date.** This Agreement is effective on the date first written above.
- 2. The Wastes.** The “Wastes” that are the subject of this Agreement are coming from locations within the State of New York.
- 3. Quantity of Wastes.** The volume of Wastes transported by Customer to the Facility is anticipated to be as follows:

Up to 16,000 gallons per day, this is a planning estimate and not guaranteed by the Customer.

- 4. Delivery of Wastes by Customer.** It shall be Customer’s sole responsibility to deliver the Wastes to the Facility at Customer’s cost. The Customer is free to use their own transportation group or contract haulers hired at the Customer’s expense. Oneida shall accept Wastes at a designated location at the Facility. Access to OWRRC is granted at the City of Oneida’s sole discretion. The Facility shall accept Wastes Monday through Friday 6:30 am to 2:30 pm.

The gallons processed through the OWRRC flow meter at the receiving station shall represent the volume of every load and the amount for which the Customer shall be invoiced. In the event of a malfunction of the OWRRC flow meter on an individual delivery, only the Customer shall be invoiced for the full capacity of the delivering vehicle.

Initially the Customer shall provide a sample of approximately one gallon for testing before the Wastes are accepted. The Facility shall collect random samples to compare the results to the initial sample. Should the Wastes stream vary significantly from the initial sample as determined by the City of Oneida's sole discretion, the City of Oneida reserves the right to adjust the treatment cost or reject the Wastes.

**5. Term.** The Term of the Agreement shall extend to a date, which is five (5) years from the Effective Date, except as otherwise stated herein.

**6. Pricing, Billing and Payment.**

**a. Pricing.** During the first 12-month period of the Term, Customer shall pay to Oneida a fee of:

\$0.12 per gallon

for each gallon of Wastes measured by the flow meter at the Facility receiving station or otherwise determined by the city.

**b. Price Escalator.** Following the first twelve months of the Term, the fee per gallon shall be an amount calculated as follows: For each subsequent 12-month period, beginning on the anniversary month of the Effective Date, the fee per gallon shall be \$0.12 multiplied by a factor that is the percentage increase over the most recently elapsed 12-month period of the Agreement in the Municipal Cost Index, as published by American City and County. For the purposes of this calculation, any negative change in the index shall be considered zero value (0) in the factor.

**c. Billing and Payment.** Oneida shall invoice Customer monthly in arrears. Invoices shall provide the necessary details therefore and shall be due no later than 30 days after Customer's receipt of Oneida's invoice.

If a good faith dispute arises between the Parties concerning any billing statement, that portion of the billing statement not in dispute shall be due and payable on the otherwise applicable due date and, when such dispute is resolved, the remaining portion of the payment due, if any, shall be paid promptly with interest accruing at the Interest Rate from the date that the amount should have been paid had there been no dispute until the date of payment of the resolved amount. Moreover, if the resolution of any good faith

dispute determines that one Party has overpaid the other Party, then such overpaid amount shall be refunded promptly with interest accruing at the Interest Rate from the date that the overpaid amount was paid until the date of refund of the resolved amount. All retroactive adjustments shall be paid in full by the Party owing payment within thirty (30) days of notice and substantiation of such inaccuracy. The Interest Rate shall be the lower of 9 percent per annum, compounded monthly, or the maximum rate allowed by law.

7. **Representations.** Each Party acknowledges that its representations as set forth in the Agreement shall be relied upon by the other Party in entering into and performing under this Agreement.

The City of Oneida represents and warrants as follows.

- a. This Agreement has been properly executed by the City of Oneida and represents the binding commitment of Oneida enforceable pursuant to its terms.
- b. To Oneida's actual knowledge, there are no actions, suits, or proceedings pending or threatened against Oneida before any court or governmental authority that, if determined adversely to it, would have a material adverse effect on the transactions contemplated by this Agreement.
- c. The City of Oneida's actions and performance hereunder shall comply with Applicable Law.

Customer represents and warrants as follows.

- a. This Agreement has been properly executed by Customer and represents the binding commitment of Customer enforceable pursuant to its terms.
- b. To Customer's actual knowledge, there are no actions, suits, or proceedings pending or threatened against Customer before any court or governmental authority that, if determined adversely to it, would have a material adverse effect on the transactions contemplated by this Agreement.
- c. Wastes delivered to the Facility shall be as described herein, and shall not contain any hazardous wastes.
- d. Customer's actions and performance hereunder shall comply with Applicable Law.

8. **Miscellaneous Provisions.**

- a. **Indemnification.** Subject to the other provisions of this Agreement and to the extent permissible under Applicable Law, both Parties agree to indemnify and hold the other Party and its officers, directors, employees, affiliates and permitted assigns harmless from and against all losses (but not including legal fees and expenses) incurred or suffered by such Indemnitees arising out of and resulting from (i) any breach of a representation or warranty made by the Indemnitor in this Agreement, (ii) any breach of any covenant or obligation of the Indemnitor in or pursuant to this Agreement, (iii)

any tax, penalty or fine arising from or relating to any action or inaction of the Indemnitor or its agents, contractors, employees or representatives, (iv) damage to the Indemnitor's facilities that are caused by the actions or inactions of Indemnitor, its agents, contractors, employees or representatives, (v) any emergency or condition directly or indirectly arising from the action or inaction of Indemnitor or its agents or representatives, except in each of the foregoing instances to the extent caused by the negligence or willful misconduct of the Indemnitor or those for whom they are responsible.

No Indemnitor hereunder shall be responsible for any consequential, special or punitive damages.

- b. Termination for Cause.** A Party may terminate the Agreement after written notice to the other Party identifying the cause for termination and providing an opportunity to cure the cause of termination. Cause for termination shall include only (i) material failure to perform hereunder; (ii) failure to make any undisputed payment hereunder; (iii) any action by the non-terminating Party that subjects the terminating Party to any material legal liability not permitted herein; and (iv) failure to perform (not including any failure to make an undisputed payment) due to an event of Force Majeure which lasts longer than 120 days. The opportunity to cure the cause of termination shall extend for 60 days, or such longer period as may be required to effect the cure, if the curing Party shall proceed with reasonable efforts to effect the cure. However, in no event shall the cure period extend longer than 180 days. The cure period for failure to make an undisputed payment shall be 30 days.

Force Majeure shall include (i) acts of God, (ii) extreme storms or other extreme weather, (iii) acts of a governmental authority other than a Party, or (iv) any other event or similar cause not reasonably within the control of the Party claiming Force Majeure and which, by the exercise of reasonable diligence, such Party is unable to prevent or overcome.

Termination for cause shall not waive any rights of either Party for damages, or injunctive or other relief.

- c. Early Termination.** Either Party may terminate the Agreement by providing written notice of early termination to the other Party no later than six months prior to the date of early termination.
- d. Assignment.** Neither Party may assign its rights under the Agreement without the express written consent of the other Party. Such consent may be withheld for any reason. However, this provision shall not affect assignment by a Party to a successor entity.

- e. **Nondisclosure of Confidential Information.** Except as required by Applicable Law, neither Party shall, without the prior written consent of the Party providing to the other any Confidential Information, disclose (regardless of the form of disclosure) any Confidential Information to any third parties other than affiliates, consultants, agents, representatives, or employees of the receiving Party who (i) shall keep such Confidential Information confidential, and who (ii) require access to such Confidential Information to assist the receiving Party in the exercise of its rights and the performance of its obligations under this Agreement. The receiving Party shall notify any such affiliates, consultants, agents, representatives and employees of the confidential nature of the Confidential Information, and the receiving Party hereby agrees to be responsible for any breach of the terms of this section by any such affiliates, consultants, agents, representatives or employees.

Neither Party shall use the Confidential Information of the disclosing Party except as necessary to perform its obligations under this Agreement. "Confidential Information" shall mean this Agreement and all data and information developed or collected by one Party and provided to the other Party or its agents and marked as such, but shall not include information to the extent such information (i) is in the public domain at the time of disclosure, (ii) following disclosure, becomes generally known or available through no action or omission on the part of the receiving Party, (iii) is known, or becomes known to the receiving Party from a source other than the disclosing Party or its representatives, provided that disclosure by such source is not in breach of a confidentiality agreement with the disclosing Party, or (iv) is legally required to be disclosed by Applicable Law, provided further that the receiving Party shall make reasonable efforts to resist disclosure of such information, and further provided that prompt notice of said action shall have been given to the disclosing Party and that the disclosing Party shall be afforded the opportunity (consistent with the legal obligations of the receiving Party) to exhaust all reasonable legal remedies to maintain the Confidential Information in confidence.

The Parties acknowledge that both Parties are subject to disclosure obligations under the New York of Freedom of Information Law. The Parties also acknowledge that Oneida may not withhold data on the chemical composition of Wastes.

- f. **Governing Law.** The law of the State of New York ("Applicable Law") shall govern the Agreement.
- g. **No Partnership.** Nothing in this Agreement shall be construed to create any association, partnership, or joint venture or impose a partnership or an agency relationship on, or with regard to, either Party.

- h. Waiver.** No failure to exercise and no delay in exercising, any right, power or privilege under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any right, power or privilege hereunder preclude the exercise of any other right, power or privilege. No waiver of any breach of any provision shall be deemed a waiver of any preceding or succeeding breach of the same or any other provision, nor shall any waiver be implied from any course of dealing between the Parties. No extension of time for performance of any obligations or other acts hereunder or under any other agreement shall be deemed an extension of the time for performance of any other obligations or any other acts.
- i. Third Party Beneficiaries.** This Agreement is intended to be solely for the benefit of the Parties hereto and their successors, permitted assigns, is not intended to, and shall not confer any rights or benefits on any other person.
- j. Notices.** All notices, requests, demands, claims, and other communications hereunder shall be in writing, shall be delivered in person or by mail (first class postage pre-paid), or overnight delivery and shall be deemed given when delivered in person or, if not delivered in person, when received (or delivery is refused) by the Party to whom such notice is directed, at the following address (or at such other address as a Party shall designate by written notice to the other Party):

If to: Oneida:

City Manager  
City of Oneida  
109 North Main Street  
Oneida, NY 13421

If to: Customer

Monte Quast  
Carne I Corp.  
134 East Hwy 81  
Burley, ID 83318

**IN WITNESS WHEREOF**, the Parties hereto have caused the execution of this Agreement as of the date first written above.

City of Oneida:

By: \_\_\_\_\_

Name: Kyle Lovell

Title: City Manager

Customer:

By:  \_\_\_\_\_

Name: Kevin Schroeder

Title: President