

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549**

**FORM 8-K**

**CURRENT REPORT  
Pursuant to Section 13 or 15(d)  
of the Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported): June 20, 2022**

**Casella Waste Systems, Inc.**  
(Exact Name of Registrant as Specified in Charter)

**Delaware**  
(State or Other Jurisdiction  
of Incorporation)

**000-23211**  
(Commission  
File Number)

**03-0338873**  
(IRS Employer  
Identification No.)

**25 Greens Hill Lane,  
Rutland, Vermont**  
(Address of principal executive offices)

**05701**  
(Zip Code)

**Registrant's telephone number, including area code: (802) 775-0325**

**Not applicable**  
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A common stock, \$0.01 par value per share	CWST	The Nasdaq Stock Market LLC (Nasdaq Global Select Market)

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

**Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

On June 20, 2022, Casella Waste Systems, Inc. (the “Company”) entered into an Amended and Restated Employment (the “Amended Agreement”) with Edwin D. Johnson, the Company’s President and Chief Operating Officer, which amends and restates in their entirety the terms of Mr. Johnson’s Employment Agreement, dated as of July 6, 2010 and amended on December 29, 2010 and February 12, 2013 (the “Original Agreement”). The Amended Agreement will be effective on July 1, 2022 (the “Effective Date”), provided that Mr. Johnson remains employed by the Company as of the Effective Date. Until the Effective Date, the Original Agreement will remain in full force and effect.

Pursuant to the terms of the Amended Agreement, following his resignation as President and Chief Operating Officer effective as of the Effective Date, Mr. Johnson will serve as Operations Advisor for a period beginning on the Effective Date and ending on December 31, 2022 (the “End Date”) unless sooner terminated in accordance with the Amended Agreement (as applicable, the “Term”). On the Effective Date, Mr. Johnson will receive a cash payment of \$269,841, and he will be entitled to a base salary of \$100,000 commencing as of the Effective Date. Mr. Johnson will no longer be eligible to receive an annual bonus for 2022 or to participate in any other incentive bonus arrangement of the Company. He will also no longer be eligible to receive equity awards, and his outstanding equity awards will be terminated as of the Effective Date.

In the event of a termination of Mr. Johnson’s employment without “cause” (as such term is defined in the Amended Agreement) prior to the End Date, Mr. Johnson will be entitled to (i) the amount of base salary payments he would have received between his termination date and the End Date had he remained employed by the Company through the End Date and (ii) group medical and dental insurance benefits for the period of time from his termination date through the End Date.

If not earlier terminated, Mr. Johnson’s employment will end on the End Date. The Amended Agreement also provides that Mr. Johnson is subject to covenants not to compete and not to solicit during the Term and for a period of one year thereafter.

The foregoing description of the Amended Agreement is qualified in its entirety by reference to the full text of the Amended Agreement, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

<u>Exhibit No.</u>	<u>Exhibit Description</u>
<u>10.1</u>	Amended and Restated Employment Agreement between the Company and Edwin D. Johnson dated as of June 20, 2022
101.SCH	Inline XBRL Taxonomy Extension Schema Document.**
101.LAB	Inline XBRL Taxonomy Label Linkbase Document.**
101.PRE	Inline XBRL Taxonomy Presentation Linkbase Document.**
104	Cover Page Interactive Data File (formatted as inline XBRL with applicable taxonomy extension information contained in Exhibits 101).
**	Submitted Electronically Herewith.

**SIGNATURE**

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**CASELLA WASTE SYSTEMS, INC.**

Date: June 22, 2022

By: /s/ Edmond R. Coletta  
Edmond R. Coletta  
Senior Vice President and Chief Financial Officer

**AMENDED AND RESTATED EMPLOYMENT AGREEMENT**

THIS AMENDED AND RESTATED EMPLOYMENT AGREEMENT, dated as of the 20th day of June, 2022 (the “Agreement”), is made by and between Casella Waste Systems, Inc., a Delaware corporation with an address of 25 Greens Hill Lane, Rutland, Vermont 05701 (“Company”), and Edwin Johnson, an individual and a resident of Center Rutland, Vermont (“Employee”). This Agreement shall be effective on July 1, 2022 (the “Effective Date”), provided that Employee remains employed by Company as of the Effective Date. Until the Effective Date, the Employment Agreement between Company and Employee dated as of July 6, 2010 and amended as of December 29, 2010 and further amended as of February 12, 2013 (the “Original Agreement”) will remain in full force and effect and continue to govern Employee’s employment with the Company.

WHEREAS, Company is in the business of providing solid waste management, disposal, resource recovery and recycling services and related businesses;

WHEREAS, Company and Employee are parties to the Original Agreement; and

WHEREAS, Company and Employee are mutually desirous to enter into this Agreement to amend and restate the Original Agreement in its entirety as of the Effective Date.

NOW, THEREFORE, in consideration of the foregoing and of the respective covenants and agreements of the parties herein contained, Company and Employee, intending to be legally bound, do hereby agree as follows:

1. Duties. Effective as of the Effective Date, Employee hereby resigns from his position as President and Chief Operating Officer and from any and all other positions he holds as an officer of Company and, as may be applicable, its subsidiaries, and further agrees to execute and deliver any documents reasonably necessary to effectuate such resignations, as requested by Company. As of the Effective Date, Employee shall be employed by Company in the role of Operations Advisor, reporting to the Chief Executive Officer of Company.
2. Agreement Term. Subject to the terms and conditions of this Agreement, and provided Employee remains employed by Company as of the Effective Date, Company hereby agrees to continue to employ Employee, and Employee hereby accepts such continued employment, for a term commencing on the Effective Date and ending on December 31, 2022 (the “End Date”), unless sooner terminated in accordance with the provisions of Section 4 (as applicable, the “Term”).
3. Compensation and Expenses.
  - 3.1 Cash Payment. On the Effective Date, Employee shall be paid the amount of Two Hundred Sixty-Nine Thousand and Eight Hundred Forty-One Dollars (\$269,841).

3.2 Base Salary. Commencing as of the Effective Date, Employee shall be compensated at the annual rate of One Hundred Thousand Dollars (\$100,000) (“Base Salary”), payable on a bi-weekly basis in accordance with Company’s standard payroll procedures.

3.3 Business Expenses. Upon submission of appropriate invoices or vouchers, Company shall pay or reimburse Employee for all reasonable and necessary expenses actually incurred or paid by him during the Term in the performance of his duties hereunder.

3.4 Participation in Annual Bonus; Benefit Plans. Employee shall no longer be eligible to receive an annual bonus for 2022 or to participate in any other incentive bonus arrangement of the Company. Subject to each plan’s employee eligibility and contribution requirement, Employee shall be entitled to continue to participate in any health benefit or other employee benefit plans available to similarly situated Company employees as in effect from time to time, including, without limitation, any qualified or non-qualified pension, profit sharing and savings plans, any death and disability benefit plans, any medical, dental, health and welfare plans and any stock purchase programs, on terms and conditions at least as favorable as provided to other similarly situated employees of Company, to the extent that he may be eligible to do so under the applicable provisions of any such plan and applicable law. Following the termination of Employee’s employment hereunder or, if later, the expiration of any Severance Benefit Term (as defined below), Employee and his eligible dependents shall be eligible for health care continuation under the Consolidated Omnibus Reconciliation Act of 1985 (“COBRA”) to the extent authorized by law and at Employee’s own cost.

3.5 Vacation. Employee shall be entitled to two (2) weeks of vacation and shall be subject to the Company’s standard holiday schedule. Company shall have no obligation to pay Employee for any unused vacation, except as provided by applicable law.

3.6 Fringe Benefits and Perquisites. Employee shall be entitled to any fringe benefits and perquisites that are generally made available to similarly situated employees of Company from time to time and that are approved by the Compensation and Human Capital Committee of the Company’s Board of Directors.

3.7 Equity Awards. Employee shall no longer be eligible to receive equity awards, and any outstanding equity awards shall be terminated as of the Effective Date.

4. Termination. Employee’s employment hereunder may be terminated only under the following circumstances:

4.1 Death. Employee’s employment hereunder shall terminate upon his death, in which event Company shall pay to Employee’s written designee or, if he has no written designee, to his spouse or, if he leaves no spouse and has no written designee, to his estate the Accrued Obligations (as defined below).

4.2 Disability. Company may terminate Employee’s employment hereunder if (i) as a result of Employee’s incapacity due to physical or mental illness, Employee shall have been absent from his duties hereunder on a full-time basis for an aggregate of one hundred eighty (180) consecutive or non-consecutive business days during the Term and (ii) within ten (10) days after written notice of termination hereunder is given by Company, Employee shall not have

returned to the performance of his duties hereunder on a full-time basis. The determination of incapacity or disability under the preceding sentence shall be made in good faith by Company based upon information supplied by a physician selected by Company or its insurers and reasonably acceptable to Employee or his legal representative. During any period that Employee fails to perform his duties hereunder as a result of incapacity due to physical or mental illness (the "Disability Period"), Employee shall continue to receive his full Base Salary hereunder until his employment is terminated pursuant to this Section 4.2, provided that amounts payable to Employee shall be reduced by the sum of the amounts, if any, paid to Employee during the Disability Period under any disability benefit plans of Company. If Employee is terminated pursuant to this Section 4.2, Company shall pay or provide to Employee (or his legal representative) the Accrued Obligations.

#### 4.3 Termination by Company.

4.3.1 Termination by Company for Cause. Company shall have "Cause" to terminate Employee's employment hereunder upon Employee (A) being convicted of a crime involving Company (other than pursuant to actions taken at the direction or with the approval of the Board), (B) having engaged in (1) willful misconduct which has a material adverse effect on Company, (2) willful or gross neglect or behavior which has a material adverse effect on Company, (3) fraud, (4) misappropriation or (5) embezzlement in the performance of his duties hereunder, or (C) having breached in any material respect the material terms and provisions of this Agreement and failed to cure such breach within fifteen (15) days following written notice from Company specifying such breach. In the event Employee's employment is terminated by Company for Cause prior to the End Date, Employee shall be entitled to receive only (i) that Base Salary that is accrued but unpaid, and (ii) those expenses that have been incurred but not yet reimbursed to Employee, in each case as of the effective date of such termination (the "Accrued Obligations").

4.3.2 Termination by Company other than for Cause. In the event Employee's employment is terminated by Company other than for Cause prior to the End Date, in addition to the Accrued Obligations, Employee shall, subject to the provisions of, and at the time set forth in, Section 11, be entitled to (i) Severance, payable as described in Section 4.3.3(a) and (ii) Severance Benefits for the Severance Benefit Term.

4.3.3 Definitions. For purposes of this Agreement, the following terms shall have the respective meanings set forth below:

(a) "Severance" means the Base Salary payments Employee would have received between Employee's termination date and the End Date had Employee remained employed by the company through the End Date. Severance due hereunder shall be paid bi-weekly in accordance with Company payroll procedures, commencing within sixty (60) days following Employee's termination, in all cases subject to Section 11 and, to the extent applicable, Section 20, and less applicable Employee payroll deductions. Severance is intended to, and shall be construed to, fit within the short-term deferral and separation pay exceptions to Section 409A to the maximum permissible extent and each installment payment thereof shall be treated as a separate payment.

(b) “Severance Benefits” means, should Employee be eligible for and elect to receive continued group medical and dental insurance through COBRA, that Company shall continue to pay the share of the premiums for such benefits to the extent it was paying such premiums on Employee’s behalf immediately prior to Employee’s termination by Company other than for Cause.

(c) “Severance Benefit Term” means the period of time from the date of Employee’s termination by Company other than for Cause through the End Date; provided, however, that Company’s obligation to provide Severance Benefits (i) shall terminate upon Employee becoming eligible for coverage under the medical benefits program of a subsequent employer and (ii) shall not be construed to extend any period of continuation coverage (e.g., COBRA) required by U.S. federal law.

(d) “Section 409A” means Section 409A of the Internal Revenue Code of 1986, and the regulations issued thereunder, as each may be amended from time to time.

4.4 Termination by Employee. Upon fourteen (14) days’ prior written notice, Employee may terminate his employment with Company prior to the End Date for any reason. If Employee terminates his employment with Company, Company shall pay to Employee the Accrued Obligations.

4.5 Termination on End Date. If not earlier terminated, Employee’s employment will end on the End Date. In such event, Company shall pay to Employee the Accrued Obligations.

4.6 Effect of Termination on Certain Obligations. No termination of the employment of Employee by either Company or Employee shall terminate, affect or impair any of the obligations or rights of the parties set forth in Sections 4, 5, 6, 7, 8, 10 and 21 of this Agreement, all of which obligations and rights shall survive any termination of employment of Employee hereunder.

5. Covenant Not to Disclose Confidential Information. Employee acknowledges that during the course of his affiliation with Company he has or will have access to and knowledge of certain information and data which Company considers confidential and/or proprietary and the release of such information or data to unauthorized persons would be extremely detrimental to Company. As a consequence, Employee hereby agrees and acknowledges that he owes a duty to Company not to disclose, and agrees that during the Term and at all times thereafter, he will not, without the prior written consent of Company, at any time, communicate, publish or disclose, to any person anywhere, or use, any Confidential Information (as hereinafter defined), except as may be necessary or appropriate to conduct his duties hereunder, provided Employee is acting in good faith and in the best interest of Company. Employee will use all reasonable efforts at all times to hold in confidence and to safeguard any Confidential Information from falling into the hands of any unauthorized person and, in particular, will not permit any Confidential Information to be read, duplicated or copied. Employee will return to Company all Confidential Information in Employee’s possession or under Employee’s control when the duties of Employee no longer require Employee’s possession thereof, or whenever Company shall so request, and in any event will promptly return all such Confidential Information if Employee’s employment with Company is terminated for any or no reason and will not retain any copies thereof. For purposes

hereof, the term “Confidential Information” shall mean any information or data used by or belonging or relating to Company whether communication is verbal or in writing that is not known generally to the industry in which Company is or may be engaged, including without limitation, any and all trade secrets, proprietary data and information relating to Company’s business and products, intellectual property, patents, or copyrightable works, price list, customer lists, processes, procedures or standards, know-how, manuals, business strategies, records, drawings, specifications, designs, financial information, whether or not reduced to writing, or information or data which Company advises Employee should be treated as Confidential Information.

6. Covenant Not to Compete and Non-Solicitation. Employee acknowledges that he, at the expense of Company, has been and will be specially trained in the business of Company, has established and will continue to establish favorable relations with the customers, clients and accounts of Company and has had and will have access to trade secrets of Company. Therefore, in consideration of Employee’s continued employment hereunder and the compensation and benefits set forth herein, and of such training and relations and to further protect trade secrets, directly or indirectly, of Company, Employee agrees that during the Term, and for a period of one (1) year thereafter, he will not, directly or indirectly, without the express written consent of Company:

(a) own or have any interest in or act as an officer, director, partner, principal, employee, agent, representative, consultant or independent contractor of, or in any way assist in, any business located in or doing business in the United States of America or Canada in any area within one hundred (100) miles of any facility of Company during the term of Employee’s employment by Company, which is engaged, directly or indirectly, in (i) the solid waste processing, disposal and management business, (ii) the utilization of recyclable materials business or (iii) any other business Company is engaged in or proposes to engage in after the date of this Agreement (but prior to Employee’s termination from employment), including, without limitation, businesses in the nature of, or relating to, sustainability programs, waste reduction, the creation of power or fuels out of waste, landfill gas to energy or gasification businesses, and waste water treatment facilities (the businesses described in clauses (a)(i), (ii) and (iii) are collectively referred to as the “Competitive Businesses”); provided, however, that notwithstanding the above, Employee may own, directly or indirectly, solely as an investment, securities of any entity which are traded on any national securities exchange or NASDAQ if Employee (A) is not a controlling person of, or a member of a group which controls, such entity and (B) does not, directly or indirectly, own 5% or more of any class of securities of such entity;

(b) solicit clients, customers (including those who are or were customers of Company or prospective customers of Company within the twelve (12) months prior to termination) or accounts of Company for, on behalf of or otherwise related to any such Competitive Businesses or any products related thereto; or

(c) solicit, employ or in any manner influence or encourage any person who is or shall be in the employ or service of Company as of Employee’s date of termination to leave such employ or service.

If any court determines that this covenant not to compete or solicit, or any part thereof, is unenforceable because of the duration of such provision or the geographic area or scope covered thereby, such court shall have the power to reduce the duration, area or scope of such provisions and, in its reduced form, such provision shall then be enforceable and shall be enforced. In case any provision of this Section 6 shall be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed and the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

7. Assignment of Inventions and Work. Employee hereby agrees to disclose in writing to Company any inventions or copyrightable works ("Inventions or Works"), which are conceived, made, discovered, written or created by Employee, alone and/or in combination with others, during Employee's employment with Company, and that Employee will, voluntarily and without additional consideration, assign Employee's rights and title to such Inventions or Works to Company. This assignment of Inventions or Works relates only to Inventions or Works which are directly related to the businesses of Company.

8. Specific Performance. Recognizing that irreparable damage will result to Company in the event of the breach or threatened breach of any of the foregoing covenants and assurances by Employee contained in Sections 5, 6 or 7 hereof, and that Company's remedies at law for any such breach or threatened breach will be inadequate, Company and its successors and assigns, in addition to such other remedies which may be available to them, shall be entitled to an injunction, including a mandatory injunction, to be issued by any court of competent jurisdiction ordering compliance with this Agreement or enjoining and restraining Employee, and each and every person, firm or company acting in concert or participation with him, from the continuation of such breach.

9. Potential Unenforceability of Any Provision. Employee acknowledges and agrees that he has had an opportunity to seek advice of counsel in connection with this Agreement. If a final judicial determination is made that any provision of this Agreement is an unenforceable restriction against Employee or Company, the provisions hereof shall be rendered void only to the extent that such judicial determination finds such provisions unenforceable, and such unenforceable provisions shall automatically be reconstituted and become a part of this Agreement, effective as of the date first written above, to the maximum extent in favor of Company (in the case of an Employee breach) or Employee (in the case of a Company breach) that is lawfully enforceable. A judicial determination that any provision of this Agreement is unenforceable shall in no instance render the entire Agreement unenforceable, but rather the Agreement will continue in full force and effect absent any unenforceable provision to the maximum extent permitted by law.

10. Indemnification. Company agrees that, except as limited by Company's Certificate of Incorporation or By-Laws (as either or both may be amended from time to time), or applicable law, Company shall indemnify Employee (and promptly advance expenses as may be required) to the fullest extent permitted by applicable law in effect on the date hereof and to such greater extent as applicable law may thereafter from time to time permit; provided that any such advancement of expenses shall be made only upon receipt of an undertaking by or on behalf of Employee to repay all amounts so advanced in the event that it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Agreement.



Employee shall be entitled to this indemnification if by reason of his employment or by any reason of anything done or not done by Employee in any such capacity he is or is threatened to be made, a party to any threatened, pending, or completed Proceeding (as defined herein). Employee will be indemnified to the full extent permitted by applicable law against expenses, judgments, penalties, fines and amounts paid in settlement (including all interest assessments and other charges paid or payable in connection with or in respect of such expenses, judgments, fines, penalties or amounts paid in settlement) actually and reasonably incurred by him or on his behalf in connection with such Proceeding or any claim, issue or matter therein, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of Company, and, with respect to any criminal Proceeding, had no reasonable cause to believe his conduct was unlawful. "Proceeding" includes any threatened, pending, or completed claim, action, suit, arbitration, alternate dispute resolution mechanism, administrative hearing, appeal, inquiry or investigation, whether civil, criminal, administrative, arbitrative, investigative, or other (whether instituted by Company or any other party), or any inquiry or investigation that Employee in good faith believes might lead to the institution of any such action, suit or proceeding whether civil, criminal, administrative, investigative, or other, including any action, suit, arbitration, alternate dispute resolution mechanism, administrative hearing, appeal, or any inquiry or investigation pending on or prior to the date hereof or initiated by Employee which successfully enforces his rights under this indemnification section of this Agreement. This indemnification and the advancement of expenses shall include attorney's fees and other reasonable expenses incurred by Employee pursuant to this clause. In the event that there is a potential conflict of interest between Employee and Company, Employee may select his own counsel (and still be entitled to the benefit of this indemnification). Employee must submit written requests for payment pursuant to this Section 10 within one hundred twenty (120) days after Employee incurs any expenses or other amounts under this Section 10. Payment or reimbursement shall be governed by Section 20. This indemnification clause shall survive the termination of this Agreement.

11. General Release. As a condition of Employee's receipt of Severance and/or Severance Benefits, Employee must execute and deliver to Company a severance and general release of claims agreement ("General Release") in a form mutually satisfactory to Company and Employee, but in any case, which shall include a release of all releasable claims by Employee, confidentiality, cooperation, and non-disparagement obligations, and reaffirmation of Employee's continuing obligations under Sections 5, 6, and 7 hereof. Employee understands and agrees that no Severance Benefits or Severance, as applicable, will be provided to Employee unless, and until, Employee has executed such a General Release, and Employee's rights to revoke such General Release have expired or have been extinguished as a matter of law. Such General Release must be executed and submitted to Company within sixty (60) days following termination of employment or such shorter period as may be directed by Company. Payment of amounts exempt from Section 409A shall be made (or shall begin, as the case may be) in Company's first regular payroll immediately following the expiration of the revocation period, as shall the payment of any amounts that constitute "deferred compensation" within the meaning of Section 409A (subject to any delay under Section 20 and also provided that if the sixty (60) day period ends in the calendar year subsequent to the year containing the termination of employment, the payment of deferred compensation shall not be made or begin earlier than the first business day in that subsequent year).

12. Corporate Authority. Company represents and warrants to Employee that (a) Company has all necessary power and authority to enter into, and be bound by the terms of, this Agreement, (b) the execution, delivery, and performance of the undertakings contemplated by the Agreement have been duly authorized by Company, and (c) this Agreement shall be a legal, valid and binding obligation of Company, enforceable against Company in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar laws affecting the enforcement of creditors rights generally.

13. Notice. Any notice or other communication hereunder shall be in writing and shall be mailed or delivered to the respective parties hereto as follows:

(a) If to Company:

Casella Waste Systems, Inc.  
25 Greens Hill Lane  
Rutland, VT 05701  
Attention: Senior Vice President and General Counsel

(b) If to Employee:

Edwin Johnson  
At the address most recently on file with Company

The addresses of either party hereto above may be changed by written notice to the other party.

14. Amendment; Waiver. This Agreement may be amended, modified, superseded, cancelled, renewed or extended and the terms of covenants hereof may be waived, only by written instrument executed by the party against whom such modification or waiver is sought to be enforced. The failure of either party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver by either party of the breach of any term or covenant contained in this Agreement, whether by conduct or otherwise, in anyone or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such breach, or a waiver of the breach of any other term or covenant in this Agreement.

15. Benefit and Binding Effect. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of Company, but shall be personal to and not assignable by Employee. The obligations of Company hereunder are personal to Employee or where applicable to his spouse or estate, and shall be continued only so long as Employee shall be personally discharging his duties hereunder. Company may assign its rights, together with its obligations, to any corporation which is a direct or indirect wholly-owned subsidiary of Company; provided, however, that Company shall not be released from its obligations hereunder without the prior written consent of Employee, which consent shall not be unreasonably withheld.

16. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF VERMONT REGARDLESS OF THE LAWS THAT MIGHT BE APPLICABLE UNDER PRINCIPLES OF CONFLICTS OF LAW.

17. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original but all such counterparts together shall constitute one and the same instrument. Each counterpart may consist of two copies hereof each signed by one of the parties hereto.

18. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

19. Entire Agreement. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and agreements, including, as of the Effective Date, the Original Agreement. Employee expressly waives any right to any payments and benefits he would have been eligible to receive upon a termination of employment under Section 4 of the Original Agreement to the extent such payments and benefits exceed what he is eligible to receive upon a termination of employment under Section 4 of this Agreement. No subsequent modifications may be made to this Agreement except by signed writing of the parties.

20. Compliance with Section 409A.

Payments and benefits under this Agreement are intended to be exempt from Section 409A to the maximum possible extent and, to the extent not exempt, are intended to comply with the requirements of Section 409A. The provisions of this Agreement shall be construed in a manner consistent with such intent.

With respect to any “deferred compensation” within the meaning of Section 409A that is payable or commences to be payable under this Agreement solely by reason of Employee’s termination of employment, such amount shall be payable or commence to be payable as soon as, and no later than, Employee experiences a “separation from service” as defined in Section 409A, subject to Section 11 of this Agreement and subject to the six-month delay described below, if applicable. In addition, nothing in the Agreement shall require Company to, and Company shall not, accelerate the payment of any amount that constitutes “deferred compensation” except to the extent permitted under Section 409A.

If Employee is a “Specified Employee” within the meaning of Section 409A at the time his employment terminates and any amount payable to Employee by virtue of his separation from service constitutes “deferred compensation” within the meaning of Section 409A, any such amounts that otherwise would be payable during the first six months following separation from service shall be delayed and accumulated for a period of six months and paid in a lump sum on the first day of the seventh month. Amounts exempt from Section 409A shall not be so delayed. The Severance and Severance Benefits, as applicable, are intended to, and shall be construed to, fit within the short-term deferral and separation pay exceptions to Section 409A to the maximum permissible

extent and each installment thereof shall be treated as a separate payment for such purposes.

Any reimbursements or in-kind benefits provided to Employee shall be administered in accordance with Section 409A, such that: (a) the amount of expenses eligible for reimbursement, or in-kind benefits provided, during one year shall not affect the expenses eligible for reimbursement or the in-kind benefits provided in any other year; (b) reimbursement of eligible expenses shall be made on or before December 31 of the year following the year in which the expense was incurred; and (c) the right to reimbursement or in-kind benefits shall not be subject to liquidation or to exchange for another benefit.

The Company makes no representation or warranty and shall have no liability to Employee or to any other person if any of the provisions of this Agreement are determined to constitute deferred compensation subject to Section 409A but that do not satisfy an exemption from, or the conditions of, that section.

21. AGREEMENT TO ARBITRATE.

The undersigned parties agree that, except as explicitly noted below, any disputes that may arise between them (including but not limited to any controversies or claims arising out of or relating to this Agreement or any alleged breach thereof, and any dispute over the interpretation or scope of this arbitration clause) shall be settled by arbitration by a single arbitrator agreed to by the parties, or if one cannot be agreed to by the parties, then by a three (3) person arbitration panel which is selected by the party of the first party, the second member chosen by the party of the second party, and the third member being selected by the first two arbitrators as previously selected by the parties. The arbitrator(s) shall administer the arbitration in accordance with the American Arbitration Association, Employment Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. No party shall be entitled to punitive, consequential or treble damages except as and to the extent as may be required by applicable statutory law. The arbitrator(s) selection process shall be concluded by the parties within sixty (60) days of a party's Notice of Arbitration.

ACKNOWLEDGMENT OF ARBITRATION PURSUANT TO 12 V.S.A. § 5651 et seq. THE PARTIES HERETO ACKNOWLEDGE THAT THIS DOCUMENT CONTAINS AN AGREEMENT TO ARBITRATE. AFTER SIGNING THIS DOCUMENT EACH PARTY UNDERSTANDS THAT HE OR IT WILL NOT BE ABLE TO BRING A LAWSUIT CONCERNING ANY DISPUTE THAT MAY ARISE WHICH IS COVERED BY THIS ARBITRATION AGREEMENT EXCEPT AS PROVIDED IN THIS PARAGRAPH OR UNLESS IT INVOLVES A QUESTION OF CONSTITUTIONAL LAW OR CIVIL RIGHTS. INSTEAD EACH PARTY HAS AGREED TO SUBMIT ANY SUCH DISPUTE TO AN IMPARTIAL ARBITRATOR.

For the avoidance of doubt, this arbitration provision does not apply to any disputes arising under or relating to the provisions of Sections 5, 6 or 7 hereof, which shall instead be brought only in a court of the State of Vermont (or, if appropriate, a federal court located within Vermont), and Company and Employee each consents to the jurisdiction of such courts.

IN WITNESS WHEREOF, all parties have set their hand and seal to this Agreement and Acknowledgement of Arbitration pursuant to 12 V.S.A. § 5651 et seq. as of the dates written below:

Witness: /s/ Shelley E. Sayward

Date: 06/20/2022

**Edwin Johnson**

/s/ Edwin Johnson

Date: 06/20/2022

Witness: /s/ Shelley E. Sayward

Date: 06/20/2022

**CASELLA WASTE SYSTEMS, INC.**

By: /s/ John W. Casella

Name: John W. Casella

Date: 06/20/2022