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): February 9, 2015

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

Delaware	**000-23211**	**03-0338873**
(State or Other Jurisdiction of Incorporation	**(Commission File Number)**	**(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))

Item 1.01 Entry into a Material Definitive Agreement.

Underwriting Agreement

On February 9, 2015, Casella Waste Systems, Inc. (the "Company") and the Guarantors named therein entered into an underwriting agreement (the "Underwriting Agreement") with Merrill Lynch, Pierce, Fenner & Smith Incorporated, as representative of the underwriters named therein (the "Underwriters"), pursuant to which the Company agreed to sell to the Underwriters $60.0 million in aggregate principal amount of 7.75% senior subordinated notes due 2019 (the "Notes") in connection with the Company's previously announced public offering of the Notes (the "Notes Offering"). The Underwriting Agreement contains customary representations, warranties and covenants of the Company, conditions to closing, indemnification obligations of the Company and the Underwriters and termination and other customary provisions.

The Company estimates that the net proceeds from the Notes Offering, after deducting underwriting discounts and commissions and estimated offering expenses payable by the Company, are approximately $57.3 million. The Company expects to use the net proceeds from the Notes Offering, together with initial borrowings under the new senior secured asset-based revolving credit and letter of credit facility that the Company expects to enter into (the "ABL Facility") to refinance the Company's existing senior revolving credit and letter of credit facility (the "Current Senior Credit Facility"). Prior to the effectiveness of the ABL Facility, the Company intends to apply the net proceeds from the Notes Offering to reduce borrowings under the Current Senior Credit Facility. The Company cannot assure that the ABL Facility will become effective or, if it becomes effective, on what terms.

The above description of the Underwriting Agreement is qualified in its entirety by reference to the Underwriting Agreement, a copy of which is attached as Exhibit 1.1 to this Current Report on Form 8-K and is incorporated herein by reference. The Underwriting Agreement is being filed to provide investors with information regarding its terms and contains various representations, warranties and covenants of, among others, the Company. It is not intended to provide any factual information about any of the parties thereto or any subsidiaries of the parties thereto. The representations, warranties and covenants were made for purposes of the Underwriting Agreement, solely for the benefit of the parties thereto.

Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The Notes are additional notes under the indenture, dated as of February 7, 2011, among the Company, the Guarantors party thereto and U.S. Bank National Association as trustee, pursuant to which the Company previously issued $325.0 million aggregate principal amount of 7.75% senior subordinated notes due 2019 (the "Indenture"). The Notes will mature on February 15, 2019. The Company will pay interest on the Notes semi-annually in cash in arrears on February 15 and August 15 of each year, commencing on August 15, 2015. The Company's obligations under the Notes are fully and unconditionally guaranteed, jointly and severally, on a senior subordinated basis by the Company's existing and future domestic restricted subsidiaries that guarantee the Current Senior Credit Facility and that are expected to guarantee the ABL Facility. The Notes and the guarantees are the Company's general unsecured senior subordinated obligations and are subordinated in right of payment to all of the Company's and the guarantors' senior debt. In addition, the Notes are structurally subordinated to all of the liabilities of any subsidiaries that are not guaranteeing the Notes.

The Notes will be redeemable on or after February 15, 2015, at the redemption prices set forth in the Indenture. The Company may also redeem some or all of the Notes before February 15, 2015, at a redemption price of 100% of the principal amount, plus accrued and unpaid interest, if any, to the redemption date, plus a "make whole" premium. In addition, the Company may be required to make an offer to purchase the Notes upon the sale of certain assets and upon a change of control.

The above description of the Notes and the Indenture is qualified in its entirety by reference to the Indenture, including the form of Note, which is incorporated herein by reference to Exhibit 4.3 to the Company's shelf registration statement on Form S-3 declared effective by the Securities and Exchange Commission (the "Commission") on December 29, 2014 (File No. 333-200784) (the "Registration Statement"). The Indenture contains various representations, warranties and covenants of, among others, the Company. It is not intended to provide any factual information about any of the parties thereto or any subsidiaries of the parties thereto. The representations, warranties and covenants were made for purposes of the Indenture, solely for the benefit of the parties thereto.

Item 8.01. Other Events.

Pricing of Notes Offering

On February 9, 2015, the Company announced the pricing of the Notes Offering at an issue price of 99.25%, less the amount of interest that would have accrued from the settlement date to February 15, 2015. A copy of the press release announcing the pricing of the Notes is attached to this Current Report on Form 8-K as Exhibit 99.1 and is incorporated herein by reference.

Completion of Notes Offering

On February 13, 2015, the Company completed the Notes Offering and issued $60.0 million aggregate principal amount of the Notes pursuant to the Indenture. The Notes have been registered pursuant to the Company's Registration Statement, including the prospectus supplement filed by the Company with the Commission pursuant to Rule 424(b)(5) under the Act, dated February 9, 2015, to the prospectus contained in the Registration Statement.

Wilmer Cutler Pickering Hale and Dorr LLP, counsel to the Company, has issued a legal opinion with respect to the Notes sold in the Notes Offering and Cleveland, Waters & Bass, P.A. has issued a legal opinion regarding certain matters under New Hampshire law, Cohen & Grigsby, PC has issued a legal opinion regarding certain matters under Pennsylvania law, Fox Rothschild LLP has issued a legal opinion regarding certain matters under New Jersey law, Hunton & Williams LLP has issued a legal opinion regarding certain matters under Virginia law, Paul Frank + Collins, P.C. has issued a legal opinion regarding certain matters under Vermont law and Pierce Atwood LLP has issued a legal opinion regarding certain matters under Maine law. Copies of such opinions, including the consents included therein, are attached to this Current Report on Form 8-K as Exhibits 5.1, 5.2, 5.3, 5.4, 5.5, 5.6 and 5.7, respectively.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

See Exhibit Index attached hereto.

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: February 13, 2015

By: /s/ Edmond R. Coletta

Name: Edmond R. Coletta

Title: Senior Vice President and Chief Financial Officer

EXHIBIT INDEX

Exhibit No.	Description
1.1	Underwriting Agreement, dated February 9, 2015, by and among Casella Waste Systems, Inc., the Guarantors named therein and Merrill Lynch, Pierce, Fenner & Smith Incorporated as representative of the Underwriters named therein
5.1	Opinion of Wilmer Cutler Pickering Hale and Dorr LLP
5.2	Opinion of Cleveland, Waters & Bass, P.A.
5.3	Opinion of Cohen & Grigsby, PC
5.4	Opinion of Fox Rothschild LLP
5.5	Opinion of Hunton & Williams LLP
5.6	Opinion of Paul Frank + Collins, P.C.
5.7	Opinion of Pierce Atwood LLP
23.1	Consent of Wilmer Cutler Pickering Hale and Dorr LLP (included in Exhibit 5.1)
23.2	Consent of Cleveland, Waters & Bass, P.A. (included in Exhibit 5.2)
23.3	Consent of Cohen & Grigsby, PC (included in Exhibit 5.3)
23.4	Consent of Fox Rothschild LLP (included in Exhibit 5.4)
23.5	Consent of Hunton & Williams LLP (included in Exhibit 5.5)
23.6	Consent of Paul Frank + Collins, P.C. (included in Exhibit 5.6)
23.7	Consent of Pierce Atwood LLP (included in Exhibit 5.7)
99.1	Press release of Casella Waste Systems, Inc. dated February 9, 2015

Exhibit 1.1

CASELLA WASTE SYSTEMS, INC.

7 ¾% Senior Subordinated Notes due 2019

Underwriting Agreement

February 9, 2015

Merrill Lynch, Pierce, Fenner & Smith
Incorporated
One Bryant Park
New York, New York 10036

As Representative of the
several Underwriters listed
in Schedule 1 hereto

Ladies and Gentlemen:

Casella Waste Systems, Inc., a Delaware corporation (the "Company"), proposes to issue and sell to the several Underwriters listed in Schedule 1 hereto (the "Underwriters"), for whom you are acting as representative (the "Representative"), $60,000,000 aggregate principal amount of its 7.75% Senior Subordinated Notes due 2019 (the "Securities"). The Securities will be issued pursuant to the indenture, dated as of February 7, 2011 (the "Indenture"), among the Company, the Guarantors (as defined below) and U.S. Bank National Association, as trustee (the "Trustee"). The Securities will be issued only in book-entry form in the name of Cede & Co., as nominee of The Depository Trust Company (the "Depositary") pursuant to a blanket letter of representations (the "DTC Agreement"), in effect among the Company, the Trustee and the Depositary.

The Company has previously issued $325,000,000 aggregate principal amount of 7 ¾% Senior Subordinated Notes due 2019 (the "Existing Notes") under the Indenture. The Securities constitute an offering of "Additional Notes" (as such term is defined in the Indenture) under the Indenture. Except as otherwise disclosed in the Pricing Disclosure Package (as defined below) and the Prospectus (as defined below), the Securities will have terms identical to the Existing Notes and will be treated as a single class of securities for all purposes under the Indenture.

The payment of principal of, premium, if any, and interest on the Securities will be fully and unconditionally guaranteed on a senior subordinated unsecured basis, jointly and severally by (i) the Company's subsidiaries listed on the signature pages hereto and (ii) any subsidiary of the Company formed or acquired after the Closing Date that executes an additional guarantee in accordance with the terms of the Indenture, and their respective successors and assigns (collectively, the "Guarantors"), pursuant to their guarantees (the "Guarantees").

The Company hereby confirms its engagement of Raymond James & Associates, Inc. ("Raymond James") as, and Raymond James hereby confirms its agreement with the Company to render services as, the "qualified independent underwriter," within the meaning of NASD Conduct Rule 2720(f)(12) of the Financial Industry Regulatory Authority, Inc. ("FINRA") with respect to the offering and sale of the Securities. Raymond James, solely in its capacity as the qualified independent underwriter and not otherwise, is referred to herein as the "QIU."

The Company hereby confirms its agreement with the several Underwriters concerning the purchase and sale of the Securities, as follows:

1. Registration Statement. The Company has prepared and filed with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended, and the rules and regulations of the Commission thereunder (collectively, the "Securities Act"), a registration statement on Form S-3 (File No. 333-200784), including a prospectus, relating to the Securities. Such registration statement, as amended at the time it became effective, including the information, if any, deemed pursuant to Rule 430A, 430B or 430C under the Securities Act to be part of the registration statement at the time of its effectiveness ("Rule 430 Information"), is referred to herein as the "Registration Statement"; and as used herein, the term "Preliminary Prospectus" means each prospectus included in such registration statement (and any amendments thereto) before effectiveness, any prospectus filed with the Commission pursuant to Rule 424(a) under the Securities Act and the prospectus included in the Registration Statement at the time of its effectiveness that omits Rule 430 Information, and the term "Prospectus" means the prospectus in the form first used (or made available to the Underwriters by the Company upon request of purchasers pursuant to Rule 173 under the Securities Act) in connection with confirmation of sales of the Securities. If the Company has filed an abbreviated registration statement pursuant to Rule 462(b) under the Securities Act (the "Rule 462 Registration Statement"), then any reference herein to the term "Registration Statement" shall be deemed to include such Rule 462 Registration Statement. Any reference in this Agreement to the Registration Statement, any Preliminary Prospectus or the Prospectus shall be deemed to refer to and include the documents incorporated by reference therein pursuant to Item 12 of Form S-3 under the Securities Act, as of the effective date of the Registration Statement or the date of such Preliminary Prospectus or the Prospectus, as the case may be, and any reference to "amend", "amendment" or "supplement" with respect to the Registration Statement, any Preliminary Prospectus or the Prospectus shall be deemed to refer to and include any documents filed after such date under the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission thereunder (collectively, the "Exchange Act") that are deemed to be incorporated by reference therein. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Registration Statement and the Prospectus.

At or prior to the time when sales of the Securities were first made (the "Time of Sale"), the Company had prepared the following information (collectively, the "Pricing Disclosure Package"): a Preliminary Prospectus Supplement dated February 6, 2015 and each "free-writing prospectus" (as defined pursuant to Rule 405 under the Securities Act) listed on Annex B hereto.

2. Purchase of the Securities by the Underwriters.

(a) The Company agrees to issue and sell the Securities to the several Underwriters as provided in this Agreement, and each Underwriter, on the basis of the representations, warranties and agreements set forth herein and subject to the conditions set forth herein, agrees, severally and not jointly, to purchase from the Company the respective principal amount of Securities set forth opposite such Underwriter's name in Schedule 1 hereto at a purchase price of $58,324,166.67 (the "Purchase Price"), which is equal to 97.25% of the principal amount of the Securities, less the interest that would have accrued on the Securities from the Closing Date to February 15, 2015, payable on the Closing Date.

(b) The Company understands that the Underwriters intend to make a public offering of the Securities as soon after the effectiveness of this Agreement as in the judgment of the Representative is advisable, and initially to offer the Securities on the terms set forth in the Pricing Disclosure Package and the Prospectus. The Company acknowledges and agrees that the Underwriters may offer and sell Securities to or through any affiliate of an Underwriter and that any such affiliate may offer and sell Securities purchased by it to or through any Underwriter.

(c) Payment for and delivery of the Securities will be made at the offices of Cahill Gordon & Reindel LLP at 10:00 A.M., New York City time, on February 13, 2015, or at such other time or place on the same or such other date, not later than the fifth business day thereafter, as the Representative and the Company may agree upon in writing. The time and date of such payment and delivery is referred to herein as the "Closing Date".

(d) The Company shall deliver, or cause to be delivered, to the Representative for the accounts of the several Underwriters certificates for the Securities at the Closing Date against the irrevocable release of a wire transfer of immediately available funds for the amount of the Purchase Price. The certificates for the Securities shall be in such denominations and registered in the name of Cede & Co., as nominee of the Depositary, pursuant to the DTC Agreement, and shall be made available for inspection on the Business Day preceding the Closing Date at a location in New York City, as the Representative may designate. Time shall be of the essence, and delivery at the time and place specified in this Agreement is a further condition to the obligations of the Underwriters.

(e) The Company and the Guarantors acknowledge and agree that the Underwriters (including Raymond James in its capacity as the QIU) are acting solely in the capacity of an arm's length contractual counterparty to the Company and the Guarantors with respect to the offering of Securities contemplated hereby (including in connection with determining the terms of the offering) and not as a financial advisor or a fiduciary to, or an agent of, the Company, the Guarantors or any other person. Additionally, neither the Representative nor any other Underwriter (including Raymond James in its capacity as the QIU) is advising the Company, the Guarantors or any other person as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction. The Company and the Guarantors shall consult with their own advisors concerning such matters and shall be responsible for making their own independent investigation and appraisal of the transactions contemplated hereby, and the Underwriters (including Raymond James in its capacity as the QIU) shall have no responsibility or liability to the Company or the Guarantors with respect thereto. Any review by the Underwriters (including Raymond James in its capacity as the QIU) of the Company, the Guarantors the transactions contemplated hereby or other matters relating to such transactions will be performed solely for the benefit of the Underwriters and shall not be on behalf of the Company or the Guarantors.

3. Representations and Warranties of the Company. Each of the Company and the Guarantors, jointly and severally, hereby represents and warrants to each Underwriter that:

(a) *Preliminary Prospectus.* No order preventing or suspending the use of any Preliminary Prospectus has been issued by the Commission, and each Preliminary Prospectus included in the Pricing Disclosure Package, at the time of filing thereof, complied in all material respects with the Securities Act, and no Preliminary Prospectus, at the time of filing thereof, contained any untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that the Company makes no representation and warranty with respect to any statements or omissions made in reliance upon and in conformity with information relating to any Underwriter furnished to the Company in writing by such Underwriter through the Representative expressly for use in any Preliminary Prospectus, it being understood and agreed that the only such information furnished by any Underwriter consists of the information described as such in Section 7(b) hereof.

(b) *Pricing Disclosure Package*. The Pricing Disclosure Package as of the Time of Sale did not, and as of the Closing Date will not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that the Company

makes no representation and warranty with respect to any statements or omissions made in reliance upon and in conformity with information relating to any Underwriter furnished to the Company in writing by such Underwriter through the Representative expressly for use in such Pricing Disclosure Package, it being understood and agreed that the only such information furnished by any Underwriter consists of the information described as such in Section 7(b) hereof.

(c) *Issuer Free Writing Prospectus.* Other than the Registration Statement, the Preliminary Prospectus and the Prospectus, the Company and the Guarantors (including their respective agents and representatives, other than the Underwriters in their capacity as such) have not prepared, made, used, authorized, approved or referred to and will not prepare, make, use, authorize, approve or refer to any "written communication" (as defined in Rule 405 under the Securities Act) that constitutes an offer to sell or solicitation of an offer to buy the Securities (each such communication by the Company or its agents and representatives (other than a communication referred to in clause (i) below) an "Issuer Free Writing Prospectus") other than (i) any document not constituting a prospectus pursuant to Section 2(a)(10)(a) of the Securities Act or Rule 134 under the Securities Act, (ii) the documents listed on Annex B hereto or (iii) any electronic road show or other written communications, in each case approved in writing in advance by the Representative. Each such Issuer Free Writing Prospectus complied in all material respects with the Securities Act, has been or will be (within the time period specified in Rule 433) filed in accordance with the Securities Act (to the extent required thereby) and, when taken together with the Preliminary Prospectus filed prior to the use of, such Issuer Free Writing Prospectus, did not, and as of the Closing Date will not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that the Company makes no representation and warranty with respect to any statements or omissions made in each such Issuer Free Writing Prospectus in reliance upon and in conformity with information relating to any Underwriter furnished to the Company in writing by such Underwriter through the Representative expressly for use in any Issuer Free Writing Prospectus, it being understood and agreed that the only such information furnished by any Underwriter consists of the information described as such in Section 7(b) hereof.

(d) *Registration Statement and Prospectus.* The Registration Statement has been declared effective by the Commission. No order suspending the effectiveness of the Registration Statement has been issued by the Commission, and no proceeding for that purpose or pursuant to Section 8A of the Securities Act against the Company or related to the offering of the Securities has been initiated or, to the knowledge of the Company, threatened by the Commission. As of the applicable effective date of the Registration Statement and any post-effective amendment thereto, the Registration Statement and any such post-effective amendment complied and will comply in all material respects with the Securities Act and the Trust Indenture Act of 1939, as amended and the rules and regulations of the Commission thereunder (collectively, the "Trust Indenture Act"), and did not and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein not misleading; and as of the date of the Prospectus and any amendment or supplement thereto and as of the Closing Date, the Prospectus will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that the Company makes no representation and warranty with respect to (i) that part of the Registration Statement that constitutes the Statement of Eligibility and Qualification (Form T-1) of the Trustee under the Trust Indenture Act or (ii) any statements or omissions made in reliance upon and in conformity with information relating to any Underwriter furnished to the Company in writing by such

Underwriter through the Representative expressly for use in the Registration Statement and the Prospectus and any amendment or supplement thereto, it being understood and agreed that the only such information furnished by any Underwriter consists of the information described as such in Section 7(b) hereof.

(e) *Incorporated Documents.* The documents incorporated by reference in the Registration Statement, the Prospectus and the Pricing Disclosure Package, when they were filed with the Commission conformed in all material respects to the requirements of the Exchange Act, and none of such documents contained any untrue statement of a material fact or omitted to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and any further documents so filed and incorporated by reference in the Registration Statement, the Prospectus or the Pricing Disclosure Package, when such documents are filed with the Commission, will conform in all material respects to the requirements of the Securities Act or Exchange Act, as applicable and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(f) *Preparation of the Financial Statements; Other Data.* The financial statements, together with the related schedules and notes, included or incorporated by reference in the Registration Statement, the Pricing Disclosure Package and the Prospectus comply in all material respects with the applicable requirements of the Securities Act and Exchange Act, as applicable, and present fairly in all material respects the consolidated financial position of the entities to which they relate as of and at the dates indicated and the results of their operations and cash flows for the periods specified. Such financial statements have been prepared in conformity with generally accepted accounting principles as applied in the United States ("GAAP") applied on a consistent basis throughout the periods involved, except as may be expressly stated in the related notes thereto. The financial data set forth in the Registration Statement, Pricing Disclosure Package and the Prospectus fairly present in all material respects the information set forth therein on a basis consistent with that of the audited financial statements contained or incorporated by reference in the Registration Statement, Pricing Disclosure Package and the Prospectus. The statistical and market-related data and forward-looking statements included in the Registration Statement, Pricing Disclosure Package and the Prospectus are based on or derived from sources that the Company believes to be reliable and accurate in all material respects and represent their good faith estimates that are made on the basis of data derived from such sources. The interactive data in eXtensible Business Reporting Language included or incorporated by reference in the Registration Statement, the Pricing Disclosure Package and the Prospectus fairly present the information called for in all material respects and have been prepared in accordance with the Commission's rules and guidelines applicable thereto.

(g) *No Material Adverse Change.* Except as otherwise disclosed in the Registration Statement, the Pricing Disclosure Package and the Prospectus (exclusive of any amendment or supplement thereto), subsequent to the respective dates as of which information is given in the Registration Statement, the Pricing Disclosure Package and the Prospectus (exclusive of any amendment or supplement thereto): (i) there has been no material adverse change, or any development that could reasonably be expected to result in a material adverse change, in the financial condition, or in the earnings, business or operations of the Company and its subsidiaries, considered as one entity (any such change is called a "Material Adverse Change"); (ii) the Company and its subsidiaries, considered as one entity, have not incurred any material liability or obligation, indirect, direct or contingent, not in the ordinary course of business nor entered into any material transaction or agreement not in the ordinary course of business which remains outstanding; and (iii) there has been no dividend or distribution of any kind declared, paid or

made by the Company or, except for dividends paid to the Company or any of its subsidiaries on any class of capital stock or repurchase or redemption by the Company or any of its subsidiaries of any class of capital stock.

(h) *Incorporation and Good Standing of the Company and its Subsidiaries.* Each of the Company and its subsidiaries has been duly incorporated or formed, as applicable, and is validly existing as a corporation, limited partnership or limited liability company, as applicable, in good standing under the laws of the jurisdiction of its incorporation or formation, as applicable, and has corporate, partnership or limited liability company, as applicable, power and authority to own, lease and operate its properties and to conduct its business as described in the Registration Statement, Pricing Disclosure Package and the Prospectus and, in the case of the Company and the Guarantors, to enter into and perform its obligations under this Agreement, the Indenture, the Securities and the Guarantees (collectively, the "Transaction Documents") to the extent a party thereto. Each of the Company and each subsidiary is duly qualified as a foreign corporation, limited partnership or limited liability company, as applicable, to transact business and, if applicable, is in good standing or equivalent status in each jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except for such jurisdictions where the failure to so qualify or to be in good standing would not, individually or in the aggregate, result in a Material Adverse Change. All of the issued and outstanding capital stock or other ownership interest of each subsidiary has been duly authorized and validly issued, is fully paid and nonassessable and is owned by the Company, directly or through subsidiaries, free and clear of any security interest, mortgage, pledge, lien, encumbrance or claim except as disclosed in the Registration Statement, Pricing Disclosure Package and Prospectus. The entities set forth on Schedule 2 hereto are the only direct or indirect subsidiaries of the Company and the entities set forth on Schedule 3 hereto are the only entities (other than those direct and indirect subsidiaries of the Company set forth on Schedule 2) in which the Company has any direct or indirect equity or ownership interest.

(i) *Capitalization.* At October 31, 2014, on a consolidated basis, after giving pro forma effect to the issuance and sale of the Securities pursuant hereto, the Company would have an authorized and outstanding capitalization as set forth in the Pricing Disclosure Package and the Prospectus under the caption "Capitalization" (other than for subsequent issuances of capital stock, if any, as described in the Pricing Disclosure Package and Prospectus or upon exercise of outstanding options described in the Pricing Disclosure Package and Prospectus).

(j) *Stock Options*. With respect to the stock options (the "Stock Options") granted pursuant to the stock-based compensation plans of the Company and its subsidiaries in the past two years (the "Company Stock Plans"), (i) each grant of a Stock Option was duly authorized no later than the date on which the grant of such Stock Option was by its terms to be effective (the "Grant Date") by all necessary corporate action, including, as applicable, approval by the Board of Directors of the Company (or a duly constituted and authorized committee thereof) and any required stockholder approval by the necessary number of votes or written consents, and the award agreement governing such grant (if any) was duly executed and delivered by each party thereto, (ii) each such grant was made in accordance with the terms of the Company Stock Plans, the Exchange Act and all other applicable laws and regulatory rules or requirements, including the rules of the Nasdaq Global Select Market and any other securities exchange on which Company securities are traded, (iii) the per share exercise price of each Stock Option was equal to the fair market value of a share of common stock on the applicable Grant Date and (iv) each such grant was properly accounted for in accordance with GAAP in the financial statements (including the related notes) of the Company and disclosed in the Company's filings with the Commission in accordance with the Exchange Act and all other applicable laws. The Company has not

deliberately granted, and there is no and has been no policy or practice of the Company of granting, Stock Options prior to, or otherwise coordinating the grant of Stock Options with, the release or other public announcement of material information regarding the Company or its subsidiaries or their results of operations or prospects.

(k) *Due Authorization*. The Company and each Guarantor has full right, power and authority to execute and deliver this Agreement, the Securities and the Guarantees to the extent a party thereto and to perform its obligations under the Transaction Documents; and all action required to be taken for the due and proper authorization, execution and delivery of each of this Agreement, the Securities and the Guarantees to the extent a party thereto and the consummation by it of the transactions contemplated under the Transaction Documents has been duly and validly taken.

(l) *Underwriting Agreement.* This Agreement has been duly authorized, executed and delivered by the Company and the Guarantors.

(m) *DTC Agreement*. The DTC Agreement has been duly authorized, executed and delivered by, and constitutes a valid and binding agreement of, the Company, enforceable against the Company in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting the rights and remedies of creditors or by general equitable principles.

(n) *Indenture*. The Indenture has been duly qualified under the Trust Indenture Act. The Indenture has been duly authorized, executed and delivered by the Company and the Guarantors and, assuming due authorization, execution and delivery by the Trustee, constitutes a valid and binding agreement of the Company and the Guarantors, enforceable against the Company and the Guarantors in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting the rights and remedies of creditors or by general equitable principles.

(o) *The Securities and the Guarantees.* The Securities will be in the form contemplated by the Indenture, have been duly authorized by the Company for issuance and sale pursuant to this Agreement and the Indenture and, at the Closing Date, will have been duly executed by the Company and, when authenticated in the manner provided for in the Indenture and issued and delivered against payment of the purchase price therefor, will constitute valid and binding obligations of the Company, enforceable against the Company in accordance with their terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting the rights and remedies of creditors or by general equitable principles and will be entitled to the benefits of the Indenture. The Guarantees of the Securities on the Closing Date will be in the respective forms contemplated by the Indenture, have been duly authorized for issuance pursuant to this Agreement and the Indenture and the Guarantees of the Securities, at the Closing Date, will have been duly executed by each of the Guarantors and, when the Securities have been authenticated in the manner provided for in the Indenture and issued and delivered against payment of the purchase price therefor, the Guarantees of the Securities will constitute valid and binding agreements of the Guarantors enforceable against the Guarantors in accordance with their terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting the rights and remedies of creditors or by general equitable principles and will be entitled to the benefits of the Indenture.

(p) *Descriptions of the Transaction Documents.* Each Transaction Document conforms in all material respects to the description thereof contained in the Registration Statement, the Pricing Disclosure Package and the Prospectus.

(q) *No Violation or Default.* Neither the Company nor any of its subsidiaries is (i) in violation of its charter, bylaws, partnership agreement or limited liability company agreement or (ii) except as disclosed in the Pricing Disclosure Package and Prospectus, in default (or, with the giving of notice or lapse of time, would be in default) ("Default") under any indenture, mortgage, loan or credit agreement, note, contract, franchise, lease or other instrument to which the Company or any of its subsidiaries is a party or by which it or any of them may be bound (including, without limitation, the Company's Second Amended and Restated Revolving Credit Agreement dated as of March 18, 2011, as amended prior to the date hereof (the "Senior Credit Facility")), or to which any of the property or assets of the Company or any of its subsidiaries is subject (each, an "Existing Instrument"), except, in the case of clause (ii) above, for such Defaults as would not, individually or in the aggregate, result in a Material Adverse Change or prevent the consummation of the transactions contemplated by the Transaction Documents. The execution, delivery and performance of the Transaction Documents by the Company and the Guarantors party thereto, and the issuance and delivery of the Securities and the Guarantees, and consummation of the transactions contemplated hereby and by the Prospectus (i) have been duly authorized by all necessary corporate, partnership or limited liability company action and will not result in any violation of the provisions of the charter, bylaws, partnership agreement or limited liability company agreement of the Company or any Guarantor, (ii) will not conflict with or constitute a breach of, or result in a default or a Debt Repayment Triggering Event (as defined below) under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Company or any of its subsidiaries pursuant to, or require the consent of any other party to, any Existing Instrument, except for such conflicts, breaches, Defaults, liens, charges or encumbrances as would not, individually or in the aggregate, result in a Material Adverse Change or as would not affect consummation of the transactions contemplated hereby and (iii) will not result in any violation of any law, administrative regulation or administrative or court decree applicable to the Company or any subsidiary. As used herein, a "Debt Repayment Triggering Event" means any event or condition which gives, or with the giving of notice or lapse of time would give, the holder of any note, debenture or other evidence of indebtedness (or any person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or a portion of such indebtedness by the Company or any of its subsidiaries.

(r) *No Consents Required*. No consent, approval, authorization or other order of, or registration or filing with, any court or other governmental or regulatory authority or agency is required for the execution, delivery and performance of the Transaction Documents by the Company and the Guarantors, or the issuance and delivery of the Securities and the Guarantees, or consummation of the transactions contemplated hereby and by the Pricing Disclosure Package and the Prospectus, except (i) registration of the Securities under the Securities Act, (ii) such consents, approvals, authorizations, orders and registrations or qualifications as may be required by FINRA and (iii) such filings as have been obtained or made by the Company or any such Guarantor and are in full force and effect under the Securities Act, applicable securities laws of the several states of the United States or provinces of Canada.

(s) *No Material Actions or Proceedings*. Except as otherwise disclosed in the Registration Statement, the Pricing Disclosure Package and the Prospectus, there are no legal or governmental actions, suits or proceedings pending or, to the best of the Company's and the Guarantors' knowledge, threatened (i) against or affecting the Company or any of its subsidiaries or (ii) which has as the subject thereof any property owned or leased by, the Company or any of

its subsidiaries and any such action, suit or proceeding, if determined adversely to the Company or such subsidiary, would result in a Material Adverse Change or adversely affect the consummation of the transactions contemplated by this Agreement; and (x) there are no current or pending legal, governmental or regulatory actions, suits or proceedings that are required under the Securities Act to be described in the Registration Statement, the Pricing Disclosure Package or the Prospectus that are not so described in the Registration Statement, the Pricing Disclosure Package and the Prospectus and (y) there are no statutes, regulations or contracts or other documents that are required under the Securities Act to be filed as exhibits to the Registration Statement or described in the Registration Statement, the Pricing Disclosure Package or the Prospectus that are not so filed as exhibits to the Registration Statement or described in the Registration Statement, the Pricing Disclosure Package and the Prospectus. No material labor dispute with the employees of the Company or any of its subsidiaries exists or, to the best of the Company's and the Guarantors' knowledge, is threatened or imminent.

(t) *Independent Accountants*. McGladrey LLP, which expressed their opinions with respect to the financial statements (which term as used in this Agreement includes the related notes thereto) and supporting schedules filed with the Commission and included or incorporated by reference in the Registration Statement, Pricing Disclosure Package and the Prospectus, is an independent registered public accounting firm within the meaning of the Securities Act and the Exchange Act and the rules of the Public Company Accounting Oversight Board, and any non-audit services provided by McGladrey LLP to the Company or any of the Guarantors have been approved by the Audit Committee of the Board of Directors of the Company.

(u) *Title to Properties.* The Company and each of its subsidiaries have good and marketable title to all the properties and assets reflected as owned in the financial statements referred to in Section 3(f) hereof, in each case free and clear of any security interests, mortgages, liens, encumbrances, equities, claims and other defects, except as disclosed in the Registration Statement, Pricing Disclosure Package and the Prospectus and except such as do not materially and adversely affect the value of such property and do not materially interfere with the use made or proposed to be made of such property by the Company or such subsidiary. The real property, improvements, equipment and personal property held under lease by the Company or any subsidiary are held under valid and enforceable leases, with such exceptions as are not material and do not materially interfere with the use made or proposed to be made of such real property, improvements, equipment or personal property by the Company or such subsidiary.

(v) *Intellectual Property Rights.* The Company and its subsidiaries own or possess sufficient trademarks, trade names, patent rights, copyrights, licenses, approvals, trade secrets and other similar rights (collectively, "Intellectual Property Rights") reasonably necessary to conduct their businesses as now conducted; and the expected expiration of any of such Intellectual Property Rights would not result in a Material Adverse Change. Neither the Company nor any of its subsidiaries has received any notice of infringement or conflict with asserted Intellectual Property Rights of others, which infringement or conflict, if the subject of an unfavorable decision, would result in a Material Adverse Change.

(w) *Related Party Transactions*. No relationship, direct or indirect, exists between or among any of the Company or any affiliate of the Company, on the one hand, and any director, officer, member, stockholder, customer or supplier of the Company or any affiliate of the Company, on the other hand, which is required by the Securities Act to be disclosed in a registration statement on Form S-1 which is not so disclosed in the Registration Statement, the Pricing Disclosure Package and the Prospectus. Except as disclosed in the Registration Statement, Pricing Disclosure Package and the Prospectus, there are no outstanding loans,

advances (except advances for business expenses in the ordinary course of business) or guarantees of indebtedness by the Company or any affiliate of the Company to or for the benefit of any of the officers or directors of the Company or any affiliate of the Company or any of their respective family members.

(x) *Company and Guarantors Not an "Investment Company".* The Company has been advised of the rules and requirements under the Investment Company Act of 1940, as amended (the "Investment Company Act," which term, as used herein, includes the rules and regulations of the Commission promulgated thereunder). Neither the Company nor any Guarantor is, nor after receipt of payment for the Securities will be, an "investment company" within the meaning of the Investment Company Act, and each of the Company and the Guarantors will conduct its business in a manner so that it will not become an "investment company" within the meaning of the Investment Company Act.

(y) *Tax Law Compliance.* The Company and its subsidiaries have filed all necessary federal, state and foreign income and franchise tax returns and have paid all material taxes required to be paid by any of them and, if due and payable, any material related or similar assessment, fine or penalty levied against any of them except as may be being contested in good faith and by appropriate proceedings. The Company has made adequate charges, accruals and reserves in accordance with GAAP in the applicable financial statements referred to in Sections 3(f) and 3(t) hereof in respect of all federal, state and foreign income and franchise taxes for all periods as to which the tax liability of the Company or any of its subsidiaries has not been finally determined.

(z) *All Necessary Permits, etc.* Except as otherwise disclosed in the Registration Statement, Pricing Disclosure Package and Prospectus, the Company and each subsidiary possess such valid and current certificates, authorizations or permits issued by the appropriate state, federal or foreign regulatory agencies or bodies necessary to own, lease and operate its properties and to conduct their respective businesses, and neither the Company nor any subsidiary has received any notice of proceedings relating to the revocation or modification of, or non-compliance with, any such certificate, authorization or permit which, singly or in the aggregate, if the subject of an unfavorable decision, ruling or finding, would result in a Material Adverse Change.

(aa) *Compliance with Labor Laws*. Except as disclosed in the Registration Statement, the Pricing Disclosure Package and the Prospectus or except as would not, individually or in the aggregate, result in a Material Adverse Change, (i) there is (A) no unfair labor practice complaint pending or, to the best of the Company's and the Guarantors' knowledge, threatened against the Company or any of its subsidiaries before the National Labor Relations Board, and no grievance or arbitration proceeding arising out of or under collective bargaining agreements pending, or to the best of the Company's and the Guarantors' knowledge, threatened, against the Company or any of its subsidiaries, (B) no strike, labor dispute, slowdown or stoppage pending or, to the best of the Company's and the Guarantors' knowledge, threatened against the Company or any of its subsidiaries and (C) no union representation question existing with respect to the employees of the Company or any of its subsidiaries and, to the best of the Company's and the Guarantors' knowledge, no union organizing activities taking place and (ii) there has been no violation of any federal, state or local law relating to discrimination in hiring, promotion or pay of employees or of any applicable wage or hour laws.

(bb) *Compliance with Environmental Laws*. Except as disclosed in the Registration Statement, the Pricing Disclosure Package and the Prospectus or except as would not,

individually or in the aggregate, reasonably be expected to result in a Material Adverse Change, (A) each of the Company and each of its subsidiaries is in compliance with, and not subject to any known liability under applicable Environmental Laws (as defined below), (B) each of the Company and each of its subsidiaries has made all filings, and provided all financial assurances and notices, required under any applicable Environmental Law, and has, and is in compliance with, all permits, approvals and authorizations required under any applicable Environmental Laws and each of them is in full force and effect, (C) there is no civil, criminal or administrative action, suit, demand, claim, hearing, written notice of violation, proceeding, notice or demand letter or written request for information pending or, to the knowledge of the Company, threatened, or, to the knowledge of the Company, investigation threatened or pending, against the Company or any of its subsidiaries under any Environmental Law, (D) no lien, charge, encumbrance or restriction has been recorded under any Environmental Law with respect to any assets, facility or property owned, operated or leased by the Company or any of its subsidiaries, (E) none of the Company or any of its subsidiaries has received notice that it has been identified as a potentially responsible party under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), or any comparable state law, (F) no property or facility of the Company or any of its subsidiaries is (i) listed or, to the best knowledge of the Company, formally proposed for listing on the National Priorities List under CERCLA or (ii) listed in the Comprehensive Environmental Response, Compensation and Liability Information System List promulgated pursuant to CERCLA, or on any comparable list maintained by any state or local governmental authority, (G) neither the Company nor any of its subsidiaries is conducting, or paying in whole or in part for, any investigation, response or other corrective action pursuant to any Environmental Law at any site or facility, nor is any of them subject or party to any order, judgment, decree, contract or agreement which obligates it to conduct any such actions nor has any of them assumed by contract or agreement any obligation or liability under any Environmental Law, and (H) there are no past or present operations, occurrences or conditions which could reasonably be expected to prevent or interfere with compliance by the Company or any of its subsidiaries with, or result in liability of any of them under, any Environmental Law.

For purposes of this Agreement, "Environment" means ambient air, indoor air, surface water, groundwater, drinking water, soil, surface or subsurface strata, and natural resources such as wetlands, flora and fauna. "Environmental Laws" means the common law and all applicable federal, provincial, state and local laws or regulations, codes, ordinances, orders, decrees, judgments or injunctions issued, promulgated, approved or entered thereunder, relating to pollution or protection of the Environment or human health (to the extent relating to exposure to Hazardous Materials), including, without limitation, laws relating to (i) Releases or threatened Releases of Hazardous Materials into the Environment, (ii) the manufacture, processing, distribution, use, generation, treatment, storage, disposal, transport, handling or recycling of Hazardous Materials, (iii) facility siting, environmental impact assessment or review, or land use, and (iv) underground and aboveground storage tanks and related piping, and Releases or threatened Releases of Hazardous Materials therefrom. "Hazardous Materials" means any substance, material, pollutant, contaminant, chemical, constituent, compound or waste, in any form, including without limitation petroleum and petroleum products, subject to regulation or which could give rise to liability under any Environmental Law. "Release" means any release, spill, emission, discharge, leaking, pumping, pouring, dumping, emptying, injection, leaching, deposit or disposal of Hazardous Materials into the Environment, or into or out of any building.

(cc) *Review of Costs of Environmental Compliance.* In the ordinary course of its business, the Company reviews the effect of Environmental Laws on the business, operations and properties of the Company and its subsidiaries, in the course of which it identifies and evaluates

any anticipated costs and liabilities (including, without limitation, any capital or operating expenditures required for clean-up, closure of properties or compliance with Environmental Laws or any permit, license or approval, any related constraints on operating activities and any potential liabilities to third parties). On the basis of such review, the Company has reasonably concluded that, except as disclosed in the Registration Statement, the Pricing Disclosure Package and the Prospectus such associated costs and liabilities would not, individually or in the aggregate, result in a Material Adverse Change.

(dd) *ERISA Compliance.* The Company and its subsidiaries and any "employee benefit plan" (as defined under the Employee Retirement Income Security Act of 1974 (as amended, "ERISA," which term, as used herein, includes the regulations and published interpretations thereunder) established or maintained by the Company, its subsidiaries or their "ERISA Affiliates" (as defined below) are in compliance in all material respects with ERISA and, to the knowledge of the Company, each "multiemployer plan" (as defined in Section 4001 of ERISA) to which the Company, its subsidiaries or an ERISA Affiliate contributes (a "Multiemployer Plan") is in compliance in all material respects with ERISA. "ERISA Affiliate" means, with respect to the Company or a subsidiary, any member of any group of organizations described in Section 414 of the Internal Revenue Code of 1986 (as amended, the "Code," which term, as used herein, includes the regulations and published interpretations thereunder) of which the Company or such subsidiary is a member. No "reportable event" (as defined under ERISA) has occurred or is reasonably expected to occur with respect to any "employee benefit plan" established or maintained by the Company, its subsidiaries or any of their ERISA Affiliates. No "single employer plan" (as defined in Section 4001 of ERISA) established or maintained by the Company, its subsidiaries or any of their ERISA Affiliates, if such "employee benefit plan" were terminated, would have any "amount of unfunded benefit liabilities" (as defined under ERISA). Neither the Company, its subsidiaries nor any of their ERISA Affiliates has incurred or reasonably expects to incur any liability under (i) Title IV of ERISA with respect to termination of, or withdrawal from, any "employee benefit plan" or (ii) Sections 412, 4971, 4975 or 4980B of the Code. Each "employee benefit plan" established or maintained by the Company, its subsidiaries or any of their ERISA Affiliates that is intended to be qualified under Section 401 of the Code is so qualified and nothing has occurred, whether by action or failure to act, which would cause the loss of such qualification.

(ee) *Disclosure Controls and Procedures*. The Company has established and maintains disclosure controls and procedures (as such term is defined in Rules 13a-15 and 15d-15 under the Exchange Act); such disclosure controls and procedures are designed to ensure that material information relating to the Company and its subsidiaries is made known to the chief executive officer and chief financial officer of the Company by others within the Company or any of its subsidiaries, and such disclosure controls and procedures are reasonably effective to perform the functions for which they were established subject to the limitations of any such control system; the Company's auditors and the Audit Committee of the Board of Directors of the Company have been advised of: (i) any significant deficiencies or material weaknesses in the design or operation of internal controls which could adversely affect the Company's ability to record, process, summarize, and report financial data; and (ii) any fraud, whether or not material, that involves management or other employees who have a role in the Company's internal controls; and since the date of the most recent evaluation of such disclosure controls and procedures, there have been no significant changes in internal controls or in other factors that could significantly affect internal controls, including any corrective actions with regard to significant deficiencies and material weaknesses.

(ff) *Company's Accounting System.* The Company and its subsidiaries maintain a system of accounting controls that is in compliance in all material respects with the Sarbanes-Oxley Act and is sufficient to provide reasonable assurances that: (i) transactions are executed in accordance with management's general or specific authorization; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain accountability for assets; (iii) access to assets is permitted only in accordance with management's general or specific authorization; (iv) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences; and (v) the interactive data in eXtensible Business Reporting Language included or incorporated by reference in the Registration Statement, the Pricing Disclosure Package and the Prospectus fairly present the information called for in all material respects and are prepared in accordance with the Commission's rules and guidelines applicable thereto.

(gg) *Insurance.* Each of the Company and its subsidiaries are insured by recognized, financially sound institutions with policies in such amounts and with such deductibles and covering such risks as management of the Company has reasonably determined to be adequate and customary for their businesses. The Company has no reason to believe that it or any subsidiary will not be able (i) to renew its existing insurance coverage as and when such policies expire or (ii) to obtain comparable coverage from similar institutions as may be necessary or appropriate to conduct its business as now conducted and at a cost that would not result in a Material Adverse Change. Neither of the Company nor any subsidiary has been denied any insurance coverage which it has sought or for which it has applied.

(hh) *No Unlawful Contributions or Other Payments*. Neither the Company nor any of its subsidiaries nor, to the knowledge of the Company and the Guarantors, any director, officer, agent, employee or affiliate of the Company or any of its subsidiaries is aware of, or in connection with their services for the Company or any of its subsidiaries, has taken any action, directly or indirectly, that would result in a violation by such persons of the FCPA or any other applicable anti-bribery or anti-corruption laws or regulations, including, without limitation, making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorization of the payment of any money, or other property, gift, promise to give, or authorization of the giving of anything of value to any "foreign official" (as such term is defined in the FCPA) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the FCPA or any other applicable anti-bribery or anti-corruption laws or regulations; and the Company, its subsidiaries and, to the knowledge of the Company and the Guarantors, its affiliates have conducted their businesses in compliance with the FCPA and any other applicable anti-bribery and anti-corruption laws or regulations and have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith.

"FCPA" means Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder.

(ii) *No Conflict with Money Laundering Laws.* The operations of the Company and its subsidiaries are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the money laundering statutes of all applicable jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines issued, administered or enforced by any governmental agency (collectively, the "Money Laundering Laws") and no action, suit or proceeding by or before any court or governmental agency,

authority or body or any arbitrator involving the Company or any of its subsidiaries with respect to the Money Laundering Laws is pending or, to the best knowledge of the Company and the Guarantors, threatened.

(jj) *No Conflict with Sanctions Laws.* Neither the Company nor any of its subsidiaries nor, to the knowledge of the Company and the Guarantors, any director, officer, agent, employee or affiliate of the Company or any of its subsidiaries is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department, the U.S. Department of Commerce or the U.S. Department of State (collectively, "Sanctions"); and the Company will not directly or indirectly use the proceeds of the offering, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person, (i) to fund any activities of or business with any person that, at the time of such funding, is the subject of Sanctions, or is in Cuba, Iran, Libya, North Korea, Sudan (each, a "Sanctioned Country") or in any other country or territory, that, at the time of such funding, is the subject of Sanctions, or (ii) in any other manner that will result in a violation by any person (including any person participating in the offering, whether as underwriter, advisor, investor or otherwise) of Sanctions. For the past five years, the Company and its subsidiaries have not knowingly engaged in, are not now knowingly engaged in and will not engage in any dealings or transactions with any person that at the time of the dealing or transaction is or was the subject or the target of Sanctions or with any Sanctioned Country.

(kk) *No Broker's Fees.* Neither the Company nor any of its subsidiaries is a party to any contract, agreement or understanding with any person (other than this Agreement) that would give rise to a valid claim against the Company or any of its subsidiaries or any Underwriter for a brokerage commission, finder's fee or like payment in connection with the offering and sale of the Securities.

(ll) *No Registration Rights*. Except as described in the Registration Statement, the Pricing Disclosure Package and the Prospectus, no person has the right to require the Company or any of its subsidiaries to register any securities for sale under the Securities Act by reason of the filing of the Registration Statement with the Commission or the issuance and sale of the Securities that have not been waived.

(mm) *No Price Stabilization or Manipulation.* None of the Company or any of the Guarantors has taken or will take, directly or indirectly, any action designed to or that might be reasonably expected to cause or result in stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Securities.

(nn) *Regulations T, U, X.* Neither the Company nor any Guarantor nor any of their respective subsidiaries nor, to their knowledge, any agent thereof acting on their behalf has taken, and none of them will take, any action that might cause this Agreement or the issuance or sale of the Securities to violate Regulation T, Regulation U or Regulation X of the Board of Governors of the Federal Reserve System.

(oo) *Forward-Looking Statements.* No forward-looking statement (within the meaning of Section 27A of the Securities Act and Section 21E of the Exchange Act) contained in the Registration Statement, the Pricing Disclosure Package or the Prospectus has been made or reaffirmed without a reasonable basis or has been disclosed other than in good faith.

(pp) *Compliance with Sarbanes-Oxley.* The Company and its subsidiaries and their respective officers and directors are in compliance in all material respects with the applicable provisions of the Sarbanes-Oxley Act of 2002 (the "Sarbanes-Oxley Act," which term, as used herein, includes the rules and regulations of the Commission promulgated thereunder).

(qq) *Status under the Securities Act*. At the time of filing the Registration Statement and any post-effective amendment thereto, at the earliest time thereafter that the Company or any offering participant made a *bona fide* offer (within the meaning of Rule 164(h)(2) under the Securities Act) of the Securities and at the date hereof, the Company was not and is not an "ineligible issuer," as defined in Rule 405 under the Securities Act. The Company has paid the registration fee for this offering pursuant to Rule 456(b)(1) under the Securities Act or will pay such fee within the time period required by such rule (without giving effect to the proviso therein) and in any event prior to the Closing Date.

(rr) *No Default in Senior Indebtedness*. No event of default exists under any material contract, indenture, mortgage, loan agreement, note, lease or other agreement or instrument constituting Senior Debt (as defined in the Indenture).

(ss) *Solvency*. On a consolidated basis, the Company and the Guarantors are, and immediately after the Closing Date, will be, Solvent. As used herein, the term "Solvent" means, with respect to any group of persons on a particular date, that on such date (i) the fair market value of the assets of such group of persons is greater than the total amount of liabilities (including contingent liabilities) of such group of persons, (ii) the present fair salable value of the assets of such group of persons is greater than the amount that will be required to pay the probable liabilities of such group of persons on its debts as they become absolute and matured,(iii) such group of persons is able to realize upon its assets and pay its debts and other liabilities, including contingent obligations, as they mature and (iv) in the reasonable judgment of the Board of Directors of the Company, such group of persons does not have unreasonably small capital.

4. Further Agreements of the Company and the Guarantors. The Company and the Guarantors, jointly and severally, covenant and agree with each Underwriter that:

(a) *Required Filings.* The Company will file the final Prospectus with the Commission within the time periods specified by Rule 424(b) and Rule 430A, 430B or 430C under the Securities Act, will file any Issuer Free Writing Prospectus to the extent required by Rule 433 under the Securities Act; will file promptly all reports and any definitive proxy or information statements required to be filed by the Company with the Commission pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act subsequent to the date of the Prospectus and for so long as the delivery of a prospectus is required in connection with the offering or sale of the Securities; and the Company will furnish copies of the Prospectus and each Issuer Free Writing Prospectus (to the extent not previously delivered) to the Underwriters in New York City prior to 10:00 A.M., New York City time, on the business day next succeeding the date of this Agreement in such quantities as the Representative may reasonably request.

(b) *Delivery of Copies.* The Company will deliver, without charge, (i) to the Representative, three signed copies of the Registration Statement as originally filed and each amendment thereto, in each case including all exhibits and consents filed therewith; and (ii) to each Underwriter (A) a conformed copy of the Registration Statement as originally filed and each amendment thereto (without exhibits) and (B) during the Prospectus Delivery Period (as defined below), as many copies of the Prospectus (including all amendments and supplements thereto and each Issuer Free Writing Prospectus) as the Representative may reasonably request. As used herein, the term "Prospectus Delivery Period" means such period of time after the first date of the public offering of the Securities as in the opinion of counsel for the Underwriters a prospectus

relating to the Securities is required by law to be delivered (or required to be delivered but for Rule 172 under the Securities Act) in connection with sales of the Securities by any Underwriter or dealer.

(c) *Amendments or Supplements, Issuer Free Writing Prospectuses.* Before making, preparing, using, authorizing, approving, referring to or filing any Issuer Free Writing Prospectus, and before filing any amendment or supplement to the Registration Statement or the Prospectus, whether before or after the time that the Registration Statement becomes effective, the Company and the Guarantors will furnish to the Representative and counsel for the Underwriters a copy of the proposed Issuer Free Writing Prospectus, amendment or supplement for review and will not make, prepare, use, authorize, approve, refer to or file any such Issuer Free Writing Prospectus or file any such proposed amendment or supplement to which the Representative reasonably objects.

(d) *Notice to the Representative.* The Company will advise the Representative promptly, and confirm such advice in writing (which confirmation may be delivered by email), (i) when any amendment to the Registration Statement has been filed or becomes effective; (ii) when any supplement to the Prospectus, any Issuer Free Writing Prospectus or any amendment to the Prospectus has been filed or distributed; (iii) of any request by the Commission for any amendment to the Registration Statement or any amendment or supplement to the Prospectus or the receipt of any comments from the Commission relating to the Registration Statement or any other request by the Commission for any additional information; (iv) of the issuance by the Commission of any order suspending the effectiveness of the Registration Statement or preventing or suspending the use of any Preliminary Prospectus, any of the Pricing Disclosure Package, the Prospectus or the initiation or threatening of any proceeding for that purpose or pursuant to Section 8A of the Securities Act; (v) of the occurrence of any event or existence of any condition within the Prospectus Delivery Period as a result of which the Prospectus, the Pricing Disclosure Package or any Issuer Free Writing Prospectus as then amended or supplemented would include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing when the Prospectus, the Pricing Disclosure Package or any such Issuer Free Writing Prospectus is delivered to a purchaser, not misleading; and (vi) of the receipt by the Company of any notice with respect to any suspension of the qualification of the Securities for offer and sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose; and the Company will use its best efforts to prevent the issuance of any such order suspending the effectiveness of the Registration Statement, preventing or suspending the use of any Preliminary Prospectus, any of the Pricing Disclosure Package or the Prospectus or suspending any such qualification of the Securities and, if any such order is issued, will obtain as soon as possible the withdrawal thereof.

(e) *Ongoing Compliance.* (1) If during the Prospectus Delivery Period (i) any event shall occur or condition shall exist as a result of which the Prospectus as then amended or supplemented would include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances existing when the Prospectus is delivered to a purchaser, not misleading or (ii) it is necessary to amend or supplement the Prospectus to comply with law, the Company will promptly notify the Underwriters thereof and forthwith prepare and, subject to paragraph (c) above, file with the Commission and furnish to the Underwriters and to such dealers as the Representative may designate such amendments or supplements to the Prospectus as may be necessary so that the statements in the Prospectus as so amended or supplemented will not, in the light of the circumstances existing when the Prospectus is delivered to a purchaser, be misleading or so that the Prospectus will comply with law and (2) if at any time prior to the Closing Date (i) any event shall occur or condition shall exist as a result of which the Pricing Disclosure Package as then

amended or supplemented would include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances existing when the Pricing Disclosure Package is delivered to a purchaser, not misleading or (ii) it is necessary to amend or supplement the Pricing Disclosure Package to comply with law, the Company will immediately notify the Underwriters thereof and forthwith prepare and, subject to paragraph (c) above, file with the Commission (to the extent required) and furnish to the Underwriters and to such dealers as the Representative may designate such amendments or supplements to the Pricing Disclosure Package as may be necessary so that the statements in the Pricing Disclosure Package as so amended or supplemented will not, in the light of the circumstances existing when the Pricing Disclosure Package is delivered to a purchaser, be misleading or so that the Pricing Disclosure Package will comply with law.

(f) *Blue Sky Compliance.* The Company will qualify the Securities for offer and sale under the securities or Blue Sky laws of such jurisdictions as the Representative shall reasonably request and will continue such qualifications in effect so long as required for distribution of the Securities; provided that the Company shall not be required to (i) qualify as a foreign corporation or other entity or as a dealer in securities in any such jurisdiction where it would not otherwise be required to so qualify, (ii) file any general consent to service of process in any such jurisdiction or (iii) subject itself to taxation in any such jurisdiction if it is not otherwise so subject.

(g) *Earning Statement.* The Company will make generally available to its security holders and the Representative as soon as practicable an earning statement that satisfies the provisions of Section 11(a) of the Securities Act and Rule 158 under the Securities Act covering a period of at least twelve months beginning with the first fiscal quarter of the Company occurring after the "effective date" (as defined in Rule 158) of the Registration Statement.

(h) *Clear Market.* During the period of 90 days following the date hereof, the Company will not, without the prior written consent of the Representative (which consent may be withheld at the sole discretion of the Representative), directly or indirectly, sell, offer, contract or grant any option to sell, pledge, transfer or establish an open "put equivalent position" within the meaning of Rule 16a-1 under the Exchange Act, or otherwise dispose of or transfer, or announce the offering of, or file any registration statement under the Securities Act in respect of, any debt securities of the Company or any Guarantor or securities exchangeable for or convertible into debt securities of the Company or any Guarantor, other than (i) as contemplated by this Agreement and (ii) industrial revenue bonds or solid waste bonds issued by the Company or any Guarantor; it being understood that the proposed refinancing of the Company's senior credit and letter of credit facility with a new senior credit and letters of credit facility is not prohibited by this paragraph.

(i) *Use of Proceeds.* The Company will apply the net proceeds from the sale of the Securities as described in the Registration Statement, the Pricing Disclosure Package and the Prospectus under the heading "Use of Proceeds".

(j) *No Stabilization.* The Company will not take, directly or indirectly, any action designed to or that could reasonably be expected to cause or result in any stabilization or manipulation of the price of the Securities.

(k) *The Depositary*. The Company will cooperate with the Representative and use its best efforts to permit the Securities to be eligible for clearance and settlement through the facilities of the Depositary.

(l) *Reports.* During a period of three years from the date hereof, the Company will furnish to the Representative, as soon as they are available, copies of all reports or other communications (financial or other) furnished to holders of the Securities, and copies of any reports and financial statements furnished to or filed with the Commission or any national securities exchange or automatic quotation system; provided the Company will be deemed to have furnished such reports and financial statements to the Representative to the extent they are filed on the Commission's Electronic Data Gathering, Analysis, and Retrieval system or any successor system.

(m) *Record Retention*. The Company will, pursuant to reasonable procedures developed in good faith, retain copies of each Issuer Free Writing Prospectus that is not filed with the Commission in accordance with Rule 433 under the Securities Act.

5. Certain Agreements of the Underwriters. Each Underwriter hereby represents and agrees that:

(a) It has not used, authorized use of, referred to or participated in the planning for use of, and will not use, authorize use of, refer to or participate in the planning for use of, any "free writing prospectus", as defined in Rule 405 under the Securities Act (which term includes use of any written information furnished to the Commission by the Company and not incorporated by reference into the Registration Statement and any press release issued by the Company) other than (i) a free writing prospectus that, solely as a result of use by such underwriter, would not trigger an obligation to file such free writing prospectus with the Commission pursuant to Rule 433, (ii) any Issuer Free Writing Prospectus listed on Annex B or prepared pursuant to Section 3(c) or Section 4(c) above (including any electronic road show), or (iii) any free writing prospectus prepared by such underwriter and approved by the Company in advance in writing (each such free writing prospectus referred to in clauses (i) or (iii), an "Underwriter Free Writing Prospectus").

(b) It is not subject to any pending proceeding under Section 8A of the Securities Act with respect to the offering (and will promptly notify the Company if any such proceeding against it is initiated during the Prospectus Delivery Period).

6. Conditions of Underwriters' Obligations. The obligation of each Underwriter to purchase the Securities on the Closing Date as provided herein is subject to the performance by the Company and each Guarantor of their covenants and other obligations hereunder and to the following additional conditions:

(a) *Registration Compliance; No Stop Order.* No order suspending the effectiveness of the Registration Statement shall be in effect, and no proceeding for such purpose or pursuant to Section 8A under the Securities Act shall be pending before or threatened by the Commission; the Prospectus and each Issuer Free Writing Prospectus shall have been timely filed with the Commission under the Securities Act (in the case of an Issuer Free Writing Prospectus, to the extent required by Rule 433 under the Securities Act) and in accordance with Section 4(a) hereof; and all requests by the Commission for additional information shall have been complied with to the reasonable satisfaction of the Representative. FINRA shall have advised the Representative in writing that it has no objection to the underwriting and other terms and arrangements related to the offering of the Securities.

(b) *Representations and Warranties.* The representations and warranties of the Company and the Guarantors contained herein shall be true and correct on the date hereof and on

and as of the Closing Date; and the statements of the Company and the Guarantors and their respective officers made in any certificates delivered pursuant to this Agreement shall be true and correct on and as of the Closing Date.

(c) *No Downgrade.* Subsequent to the earlier of (A) the Time of Sale and (B) the execution and delivery of this Agreement, if the Company or any of its subsidiaries or any of their debt or preferred stock (or debt guaranteed by any of them) is rated by a "nationally recognized statistical rating organization," as such term is defined in Section 3(a)(62) of the Exchange Act, (i) no downgrading shall have occurred in any such rating and (ii) no such organization shall have publicly announced that it has under surveillance or review, or has changed its outlook with respect to, any such rating (other than an announcement with positive implications of a possible upgrading).

(d) *No Material Adverse Change.* No event or condition of a type described in Section 3(g) hereof shall have occurred or shall exist, which event or condition is not described in the Pricing Disclosure Package (excluding any amendment or supplement thereto) and the Prospectus (excluding any amendment or supplement thereto) and the effect of which in the judgment of the Representative makes it impracticable or inadvisable to proceed with the offering, sale or delivery of the Securities on the Closing Date on the terms and in the manner contemplated by this Agreement, the Pricing Disclosure Package and the Prospectus.

(e) *Officer's Certificate.* The Underwriters shall have received, on and as of the Closing Date, a certificate, on behalf of the Company, of the chief financial officer or chief accounting officer of the Company and one additional senior executive officer of the Company who is satisfactory to the Representative (i) confirming that such officers have carefully reviewed the Registration Statement, the Pricing Disclosure Package and the Prospectus and, to the knowledge of such officers, the representations set forth in Sections 3(b) and 3(d) hereof are true and correct, (ii) confirming that the other representations and warranties of the Company and Guarantors in this Agreement are true and correct and that the Company and the Guarantors have complied in all material respects with all agreements and satisfied all conditions on their part to be performed or satisfied hereunder at or prior to the Closing Date and (iii) to the effect set forth in paragraphs (a), (c) and (d) above.

(f) *Comfort Letters.* On the date of this Agreement and on the Closing Date, McGladrey LLP shall have furnished to the Representative, at the request of the Company, letters, dated the respective dates of delivery thereof and addressed to the Underwriters, in form and substance reasonably satisfactory to the Representative, containing statements and information of the type customarily included in accountants' "comfort letters" to underwriters with respect to the financial statements and certain financial information contained or incorporated by reference in the Registration Statement, the Pricing Disclosure Package and the Prospectus; provided, that the letters delivered on the Closing Date shall use a "cut-off" date no more than three business days prior to such Closing Date.

(g) *Opinion and 10b-5 Statement of Counsel for the Company.* On the Closing Date, the Representative shall have received the favorable opinions, each dated the Closing Date, and addressed to the Underwriters, of (i) Wilmer Cutler Pickering Hale and Dorr LLP, counsel for the Company, substantially in the form attached hereto as Annex A-I, (ii) David L. Schmitt, General Counsel of the Company, substantially in the form attached hereto as Annex A-II and (iii) Pierce Atwood LLP, Maine counsel for the Company, Paul Frank + Collins P.C., Vermont counsel for the Company and Hunton & Williams LLP, Virginia counsel for the Company, covering the matters set forth in Annex A-III, in form and substance reasonable satisfactory to the Representative. Such counsels shall have delivered such opinions and/or reliance letters to the Trustee as reasonably requested by it.

(h) *Opinion and 10b-5 Statement of Counsel for the Underwriters.* The Representative shall have received on and as of the Closing Date an opinion and 10b-5 statement of Cahill Gordon & Reindel LLP, counsel for the Underwriters, with respect to such matters as the Representative may reasonably request, and such counsel shall have received such documents and information as they may reasonably request to enable them to pass upon such matters.

(i) *No Legal Impediment to Issuance.* No action shall have been taken and no statute, rule, regulation or order shall have been enacted, adopted or issued by any federal, state or foreign governmental or regulatory authority that would, as of the Closing Date, prevent the issuance or sale of the Securities; and no injunction or order of any federal, state or foreign court shall have been issued that would, as of the Closing Date, prevent the issuance or sale of the Securities.

(j) *Good Standing*. The Representative shall have received, on behalf of the Underwriters, on and as of the Closing Date, satisfactory evidence of the good standing of the Company and each Guarantor in its jurisdiction of organization and, with respect to the Company, its good standing as a foreign entity in Vermont, in each case in writing or any standard form of telecommunication from the appropriate governmental authorities of such jurisdictions.

(k) *Additional Documents.* On or prior to the Closing Date, the Company and the Guarantors shall have furnished to the Representative such further certificates and documents as the Representative may reasonably request.

(l) *Officers' Environmental Compliance Certificate*. On the Closing Date, the Underwriters shall have received a written certificate executed by the officer of the Company responsible for environmental compliance, substantially in the form attached hereto as Exhibit B.

(m) *Chief Financial Officer's Certificate*. The Underwriters shall have received, on and as of each of the Pricing Date and the Closing Date, a certificate of the chief financial officer of the Company, a certificate substantially in the form attached hereto as Exhibit C.

All opinions, letters, certificates and evidence mentioned above or elsewhere in this Agreement shall be deemed to be in compliance with the provisions hereof only if they are in form and substance reasonably satisfactory to counsel for the Underwriters.

7. Indemnification and Contribution.

(a) *Indemnification of the Underwriters.* The Company and the Guarantors agree, jointly and severally, to indemnify and hold harmless each Underwriter, its affiliates, directors and officers and each person, if any, who controls such Underwriter within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, from and against any and all losses, claims, damages and liabilities (including, without limitation, reasonable legal fees and other expenses incurred in connection with any suit, action or proceeding or any claim asserted, as such fees and expenses are incurred), joint or several, that arise out of, or are based upon, (i) any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement or caused by any omission or alleged omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein, not misleading, (ii) or any untrue statement or alleged untrue statement of a material fact contained in the Prospectus (or any amendment or supplement thereto), any Issuer Free Writing Prospectus, any "issuer

information" filed or required to be filed pursuant to Rule 433(d) under the Securities Act, any road show as defined in Rule 433(h) under the Securities Act (a "road show") or any Pricing Disclosure Package (including any Pricing Disclosure Package that has subsequently been amended), or caused by any omission or alleged omission to state therein a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, in each case except insofar as such losses, claims, damages or liabilities arise out of, or are based upon, any untrue statement or omission or alleged untrue statement or omission made in reliance upon and in conformity with any information relating to any Underwriter furnished to the Company in writing by such Underwriter through the Representative expressly for use therein, it being understood and agreed that the only such information furnished by any Underwriter consists of the information described as such in subsection (b) below.

(b) *Indemnification of the Company and the Guarantors.* Each Underwriter agrees, severally and not jointly, to indemnify and hold harmless the Company, each Guarantor, each of their respective directors, officers who signed the Registration Statement and each person, if any, who controls the Company or any Guarantor within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act to the same extent as the indemnity set forth in paragraph (a) above, but only with respect to any losses, claims, damages or liabilities that arise out of, or are based upon, any untrue statement or omission or alleged untrue statement or omission made in reliance upon and in conformity with any information relating to such Underwriter furnished to the Company in writing by such Underwriter through the Representative expressly for use in the Registration Statement, the Prospectus (or any amendment or supplement thereto), any Issuer Free Writing Prospectus, any road show or any Pricing Disclosure Package (including any Pricing Disclosure Package that has subsequently been amended), it being understood and agreed upon that the only such information furnished by any Underwriter consists of the following information in the section of the Preliminary Prospectus Supplement and the Final Prospectus Supplement under the caption "Underwriting (Conflicts of Interest)" furnished on behalf of such Underwriter: (x) the first sentence of the fifth paragraph, (y) the second sentence of the eighth paragraph and (z) the eleventh paragraph.

(c) *Notice and Procedures.* If any suit, action, proceeding (including any governmental or regulatory investigation), claim or demand shall be brought or asserted against any person in respect of which indemnification may be sought pursuant to either paragraph (a) or (b) above, such person (the "Indemnified Person") shall promptly notify the person against whom such indemnification may be sought (the "Indemnifying Person") in writing; provided that the failure to notify the Indemnifying Person shall not relieve it from any liability that it may have under paragraph (a) or (b) above except to the extent that it has been materially prejudiced (through the forfeiture of substantive rights or defenses) by such failure; and provided, further, that the failure to notify the Indemnifying Person shall not relieve it from any liability that it may have to an Indemnified Person otherwise than under paragraph (a) or (b) above. If any such proceeding shall be brought or asserted against an Indemnified Person and it shall have notified the Indemnifying Person thereof, the Indemnifying Person shall retain counsel reasonably satisfactory to the Indemnified Person (who shall not, without the consent of the Indemnified Person, be counsel to the Indemnifying Person) to represent the Indemnified Person in such proceeding and shall pay the fees and expenses of such counsel related to such proceeding, as incurred. In any such proceeding, any Indemnified Person shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such Indemnified Person unless (i) the Indemnifying Person and the Indemnified Person shall have mutually agreed to the contrary; (ii) the Indemnifying Person has failed within a reasonable time to retain counsel reasonably satisfactory to the Indemnified Person; (iii) the Indemnified Person shall have reasonably concluded that there may be legal defenses available to it that are different from or in addition to those available to the Indemnifying Person; or (iv) the named parties in any such proceeding (including any impleaded parties) include both the Indemnifying Person and the Indemnified Person and representation of both parties by the same counsel would be inappropriate due to

actual or potential differing interest between them. It is understood and agreed that the Indemnifying Person shall not, in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to any local counsel) for all Indemnified Persons, and that all such fees and expenses shall be paid or reimbursed as they are incurred. Any such separate firm for any Underwriter, its affiliates, directors and officers and any control persons of such Underwriter shall be designated in writing by the Representative and any such separate firm for the Company, its directors, its officers who signed the Registration Statement and any control persons of the Company shall be designated in writing by the Company. The Indemnifying Person shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, the Indemnifying Person agrees to indemnify each Indemnified Person from and against any loss or liability by reason of such settlement or judgment. Notwithstanding the foregoing sentence, if at any time an Indemnified Person shall have requested that an Indemnifying Person reimburse the Indemnified Person for fees and expenses of counsel as contemplated by this paragraph, the Indemnifying Person shall be liable for any settlement of any proceeding effected without its written consent if (i) such settlement is entered into more than 30 days after receipt by the Indemnifying Person of such request and (ii) the Indemnifying Person shall not have reimbursed the Indemnified Person in accordance with such request prior to the date of such settlement. No Indemnifying Person shall, without the written consent of the Indemnified Person, effect any settlement of any pending or threatened proceeding in respect of which any Indemnified Person is or could have been a party and indemnification could have been sought hereunder by such Indemnified Person, unless such settlement (x) includes an unconditional release of such Indemnified Person, in form and substance reasonably satisfactory to such Indemnified Person, from all liability on claims that are the subject matter of such proceeding and (y) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any Indemnified Person.

(d) *Contribution.* If the indemnification provided for in paragraphs (a) and (b) above is unavailable to an Indemnified Person or insufficient in respect of any losses, claims, damages or liabilities referred to therein, then each Indemnifying Person under such paragraph, in lieu of indemnifying such Indemnified Person thereunder, shall contribute to the amount paid or payable by such Indemnified Person as a result of such losses, claims, damages or liabilities (i) in such proportion as is appropriate to reflect the relative benefits received by the Company and the Guarantors, on the one hand, and the Underwriters on the other, from the offering of the Securities or (ii) if the allocation provided by clause (i) is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) but also the relative fault of the Company and the Guarantors, on the one hand, and the Underwriters on the other, in connection with the statements or omissions that resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations. The relative benefits received by the Company and the Guarantors, on the one hand, and the Underwriters on the other, shall be deemed to be in the same respective proportions as the net proceeds (before deducting expenses) received by the Company from the sale of the Securities and the total underwriting discounts and commissions received by the Underwriters in connection therewith, in each case as set forth in the table on the cover of the Prospectus, bear to the aggregate offering price of the Securities. The relative fault of the Company and the Guarantors, on the one hand, and the Underwriters on the other, shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company and the Guarantors or by the Underwriters and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

(e) *Limitation on Liability.* The Company, the Guarantors and the Underwriters agree that it would not be just and equitable if contribution pursuant to paragraph (d) above were determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation that does not take account of the equitable considerations referred to in paragraph (d)

above. The amount paid or payable by an Indemnified Person as a result of the losses, claims, damages and liabilities referred to in paragraph (d) above shall be deemed to include, subject to the limitations set forth above, any legal or other expenses incurred by such Indemnified Person in connection with any such action or claim. Notwithstanding the provisions of paragraphs (d) and (e), in no event shall an Underwriter be required to contribute any amount in excess of the amount by which the total underwriting discounts and commissions received by such Underwriter with respect to the offering of the Securities exceeds the amount of any damages that such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' obligations to contribute pursuant to paragraphs (d) and (e) are several in proportion to their respective purchase obligations hereunder and not joint.

(f) *Non-Exclusive Remedies.* The remedies provided for in paragraphs (a) through (e) are not exclusive and shall not limit any rights or remedies which may otherwise be available to any Indemnified Person at law or in equity.

(g) *Indemnification of the QIU.* Without limitation and in addition to their obligations under the other subsections of this Section 7, the Company and the Guarantors, jointly and severally, agree to indemnify and hold harmless the QIU, its affiliates, directors and officers and each person, if any, who controls the QIU within the meaning of the Securities Act or the Exchange Act from and against any and all losses, claims, damages and liabilities, as incurred, arising out of or based upon the QIU's acting as a "qualified independent underwriter" (within the meaning of FINRA Rule 5121(f)(12)) in connection with the offering contemplated by this Agreement, and agrees to reimburse each such indemnified person for any legal or other expense reasonably incurred by them in connection with investigating, defending, settling, compromising or paying any such loss, claim, damage, liability, expense or action; provided, however, that the Company shall not be liable in any such case to the extent that any such loss, claim, damage or liability that are determined by a court of competent jurisdiction in a final and non appealable judgment to have resulted from the gross negligence or willful misconduct of the QIU.

8. Effectiveness of Agreement. This Agreement shall become effective upon the execution and delivery hereof by the parties hereto.

9. Termination. This Agreement may be terminated in the absolute discretion of the Representative, by notice to the Company, if after the execution and delivery of this Agreement and prior to the Closing Date, (i) trading generally shall have been suspended or materially limited on or by any of the New York Stock Exchange, the American Stock Exchange, the Nasdaq Stock Market, the Chicago Board Options Exchange, the Chicago Mercantile Exchange or the Chicago Board of Trade; (ii) trading of any securities issued or guaranteed by the Company shall have been suspended on any exchange or in any over-the-counter market; (iii) a general moratorium on commercial banking activities shall have been declared by federal or New York State authorities; (iv) there shall have occurred any outbreak or escalation of hostilities or any change in financial markets or any calamity or crisis, either within or outside the United States, that, in the judgment of the Representative, is material and adverse and makes it impracticable or inadvisable to proceed with the offering, sale or delivery of the Securities on the Closing Date on the terms and in the manner contemplated by this Agreement, the Pricing Disclosure Package and the Prospectus; (v) in the judgment of the Representative there shall have occurred any Material Adverse Change; or (vi) the Company shall have sustained a loss by strike, fire, flood, earthquake, accident or other calamity of such character as in the judgment of the Representative may interfere materially with the conduct of the business and operations of the Company regardless of whether or not such loss shall have been insured.

10. Defaulting Underwriter.

(a) If, on the Closing Date, any Underwriter defaults on its obligation to purchase the Securities that it has agreed to purchase hereunder on such date, the non-defaulting Underwriters may in their discretion arrange for the purchase of such Securities by other persons satisfactory to the Company on the terms contained in this Agreement. If, within 36 hours after any such default by any Underwriter, the non-defaulting Underwriters do not arrange for the purchase of such Securities, then the Company shall be entitled to a further period of 36 hours within which to procure other persons satisfactory to the non-defaulting Underwriters to purchase such Securities on such terms. If other persons become obligated or agree to purchase the Securities of a defaulting Underwriter, either the non-defaulting Underwriters or the Company may postpone the Closing Date for up to five full business days in order to effect any changes that in the opinion of counsel for the Company or counsel for the Underwriters may be necessary in the Registration Statement and the Prospectus or in any other document or arrangement, and the Company agrees to promptly prepare any amendment or supplement to the Registration Statement and the Prospectus that effects any such changes. As used in this Agreement, the term "Underwriter" includes, for all purposes of this Agreement unless the context otherwise requires, any person not listed in Schedule 1 hereto that, pursuant to this Section 10, purchases Securities that a defaulting Underwriter agreed but failed to purchase.

(b) If, after giving effect to any arrangements for the purchase of the Securities of a defaulting Underwriter or Underwriters by the non-defaulting Underwriters and the Company as provided in paragraph (a) above, the aggregate principal amount of such Securities that remains unpurchased on the Closing Date does not exceed one-eleventh of the aggregate principal amount of all the Securities to be purchased on such date, then the Company shall have the right to require each non-defaulting Underwriter to purchase the principal amount of Securities that such Underwriter agreed to purchase hereunder on such date plus such Underwriter's pro rata share (based on the principal amount of Securities that such Underwriter agreed to purchase on such date) of the Securities of such defaulting Underwriter or Underwriters for which such arrangements have not been made.

(c) If, after giving effect to any arrangements for the purchase of the Securities of a defaulting Underwriter or Underwriters by the non-defaulting Underwriters and the Company as provided in paragraph (a) above, the aggregate principal amount of Securities that remains unpurchased on the Closing Date exceeds one-eleventh of the aggregate principal amount of all the Securities, or if the Company shall not exercise the right described in paragraph (b) above, then this Agreement shall terminate without liability on the part of the non-defaulting Underwriters. Any termination of this Agreement pursuant to this Section 10 shall be without liability on the part of the Company, except that the Company will continue to be liable for the payment of expenses as set forth in Section 11 hereof and except that the provisions of Section 7 hereof shall not terminate and shall remain in effect.

(d) Nothing contained herein shall relieve a defaulting Underwriter of any liability it may have to the Company or any non-defaulting Underwriter for damages caused by its default.

11. Payment of Expenses.

(a) Whether or not the transactions contemplated by the Transaction Documents are consummated or this Agreement is terminated, the Company and the Guarantors agree, jointly and severally, to pay or cause to be paid all costs and expenses incident to the performance of its obligations hereunder and thereunder, including without limitation, (i) the costs incident to the authorization, issuance, sale, preparation and delivery of the Securities and any taxes payable in that connection; (ii) the costs incident to the preparation, printing and filing under the Securities Act of the Registration Statement, the Preliminary Prospectus, any Issuer Free Writing Prospectus, any Pricing Disclosure Package and the

Prospectus (including all exhibits, amendments and supplements thereto) and the distribution thereof; (iii) the costs of reproducing and distributing the Transaction Documents; (iv) the fees and expenses of the Company's and the Guarantors' counsel and independent accountants; (v) the fees and expenses incurred in connection with the registration or qualification of the Securities under the state or foreign securities or blue sky laws of such jurisdictions as the Representative may designate and the preparation, printing and distribution of a Blue Sky Memorandum (including the related fees and expenses reasonably incurred by counsel for the Underwriters); (vi) any fees charged by rating agencies for rating the Securities; (vii) the fees and expenses of the Trustee (including the fees and expenses of counsel to the Trustee in connection with the Indenture and the Securities); (viii) all reasonable expenses and application fees incurred in connection with any filing with, and clearance of the offering by, FINRA (including the fees and expenses of counsel to the Underwriters in connection therewith, not to exceed $15,000; (ix) all expenses incurred by the Company and the Guarantors in connection with any "road show" presentation to potential investors; and (x) the fees and expenses of the QIU.

(b) If (i) this Agreement is terminated pursuant to Section 9, (ii) the Company for any reason fails to tender the Securities for delivery to the Underwriters or (iii) the Underwriters decline to purchase the Securities for any reason permitted under this Agreement, the Company agrees to reimburse the Underwriters for all out-of-pocket costs and expenses (including the fees and expenses of their counsel) reasonably incurred by the Underwriters in connection with this Agreement and the offering contemplated hereby; provided, however, that in the case of a termination under Section 10(c), the Company shall not reimburse the defaulting Underwriter for any out-of-pocket costs or expenses.

12. Persons Entitled to Benefit of Agreement. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and the officers and directors and any controlling persons referred to in Section 7 hereof. Nothing in this Agreement is intended or shall be construed to give any other person any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein. No purchaser of Securities from any Underwriter shall be deemed to be a successor merely by reason of such purchase.

13. Survival. The respective indemnities, rights of contribution, representations, warranties and agreements of the Company, the Guarantors and the Underwriters contained in this Agreement or made by or on behalf of the Company, the Guarantors or the Underwriters pursuant to this Agreement or any certificate delivered pursuant hereto shall survive the delivery of and payment for the Securities and shall remain in full force and effect, regardless of any termination of this Agreement or any investigation made by or on behalf of the Company, the Guarantors, the Underwriters or the QIU.

14. Certain Defined Terms. For purposes of this Agreement, (a) except where otherwise expressly provided, the term "affiliate" has the meaning set forth in Rule 405 under the Securities Act; (b) the term "business day" means any day other than a day on which banks are permitted or required to be closed in New York City; and (c) the term "subsidiary" has the meaning set forth in Rule 405 under the Securities Act.

15. Miscellaneous.

(a) *Notices.* All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if mailed or transmitted and confirmed by any standard form of telecommunication. Notices to the Underwriters shall be given to the Representative c/o Merrill Lynch, Pierce, Fenner & Smith Incorporated, One Bryant Park, New York, New York 10036 (fax: (212) 901-7897); Attention: Legal Department. Notices to the Company or the Guarantors shall be given to it at Casella Waste Systems, Inc., 25 Greens Hill Lane, Rutland, VT 05701, (fax: (802) 775-6198); Attention: John W. Casella, Chairman of the Board of Directors and Chief Executive Officer, with a copy to Wilmer Cutler Pickering Hale and Dorr LLP, 60 State Street, Boston, Massachusetts 02109 (fax: (617) 526-5000), Attention: Jeffrey A. Stein, Esq..

(b) *Governing Law and Waiver of Jury Trial.* THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED IN SUCH STATE. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

(c) *Counterparts.* This Agreement may be signed in counterparts (which may include counterparts delivered by any standard form of telecommunication), each of which shall be an original and all of which together shall constitute one and the same instrument.

(d) *Amendments or Waivers.* No amendment or waiver of any provision of this Agreement, nor any consent or approval to any departure therefrom, shall in any event be effective unless the same shall be in writing and signed by the parties hereto.

(e) *Headings.* The headings herein are included for convenience of reference only and are not intended to be part of, or to affect the meaning or interpretation of, this Agreement.

If the foregoing is in accordance with your understanding, please indicate your acceptance of this Agreement by signing in the space provided below.

Very truly yours,

CASELLA WASTE SYSTEMS, INC.

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

ALL CYCLE WASTE, INC.
ATLANTIC COAST FIBERS, INC.
BLOW BROS.
BRISTOL WASTE MANAGEMENT, INC.
C.V. LANDFILL, INC.
CASELLA MAJOR ACCOUNT SERVICES, LLC
CASELLA RECYCLING, LLC
CASELLA RENEWABLE SYSTEMS, LLC
CASELLA TRANSPORTATION, INC.
CASELLA WASTE MANAGEMENT, INC.
CASELLA WASTE MANAGEMENT OF MASSACHUSETTS, INC.
CASELLA WASTE MANAGEMENT OF N.Y., INC.
CASELLA WASTE MANAGEMENT OF PENNSYLVANIA, INC.
CASELLA WASTE SERVICES OF ONTARIO LLC
CHEMUNG LANDFILL LLC
COLEBROOK LANDFILL LLC
FOREST ACQUISITIONS, INC.
GRASSLANDS INC.
GROUNDCO LLC
HAKES C&D DISPOSAL, INC.
HARDWICK LANDFILL, INC.
HIRAM HOLLOW REGENERATION CORP.

By: /s/ Edmond R. Coletta
Name: Edmond R. Coletta
Title: Vice President and Treasurer

KTI BIO FUELS, INC.
KTI ENVIRONMENTAL GROUP, INC.
KTI NEW JERSEY FIBERS, INC.
KTI OPERATIONS, INC.
KTI SPECIALTY WASTE SERVICES, INC.
KTI, INC.
MAINE ENERGY RECOVERY COMPANY, LIMITED PARTNERSHIP
NEW ENGLAND WASTE SERVICES OF ME, INC.
NEW ENGLAND WASTE SERVICES OF N.Y., INC.
NEW ENGLAND WASTE SERVICES OF VERMONT, INC.
NEW ENGLAND WASTE SERVICES, INC.
NEWBURY WASTE MANAGEMENT, INC.
NEWSME LANDFILL OPERATIONS LLC
NEWS OF WORCESTER LLC
NORTH COUNTRY ENVIRONMENTAL SERVICES, INC.
NORTHERN PROPERTIES CORPORATION OF PLATTSBURGH
OXFORD TRANSFER STATION, LLC
PINE TREE WASTE, INC.
SCHULTZ LANDFILL, INC.
SOUTHBRIDGE RECYCLING & DISPOSAL PARK, INC.
SUNDERLAND WASTE MANAGEMENT, INC.
THE HYLAND FACILITY ASSOCIATES
TOMPKINS COUNTY RECYCLING LLC
WASTE-STREAM INC.

By: /s/ Edmond R. Coletta
Name: Edmond R. Coletta
Title: Vice President and Treasurer

Accepted as of the date first written above:

MERRILL LYNCH, PIERCE, FENNER & SMITH
INCORPORATED

For itself and on behalf of the several Underwriters listed in Schedule 1 hereto.

By: /s/ Samuel Baruch
Authorized Signatory

Schedule 1

Underwriters	Aggregate Principal Amount of Securities to be Purchased
Merrill Lynch, Pierce, Fenner & Smith Incorporated	$ 27,000,000
J.P. Morgan Securities LLC	$ 21,000,000
Comerica Securities, Inc.	$ 9,000,000
Raymond James & Associates, Inc.	$ 3,000,000
Total	$ 60,000,000

List of Company's Subsidiaries

All Cycle Waste, Inc.
Atlantic Coast Fibers, Inc.
Blow Bros.
Bristol Waste Management, Inc.
C.V. Landfill, Inc.
Casella Major Account Services, LLC
Casella Recycling, LLC
Casella Renewable Systems, LLC
Casella Transportation, Inc.
Casella Waste Management of Massachusetts, Inc.
Casella Waste Management of N.Y., Inc.
Casella Waste Management of Pennsylvania, Inc.
Casella Waste Management, Inc.
Casella Waste Services of Ontario LLC
Chemung Landfill LLC
Colebrook Landfill LLC
Forest Acquisitions, Inc.
Grasslands Inc.
GroundCo LLC
Hakes C&D Disposal, Inc.
Hardwick Landfill, Inc.
Hiram Hollow Regeneration Corp.
KTI Bio Fuels, Inc.
KTI Environmental Group, Inc.
KTI New Jersey Fibers, Inc.
KTI Operations, Inc.
KTI Specialty Waste Services, Inc.
KTI, Inc.
Maine Energy Recovery Company, Limited Partnership
New England Waste Services of ME, Inc.
New England Waste Services of N.Y., Inc.
New England Waste Services of Vermont, Inc.
New England Waste Services, Inc.
Newbury Waste Management, Inc.
NEWS of Worcester LLC
NEWSME Landfill Operations LLC
North Country Environmental Services, Inc.
Northern Properties Corporation of Plattsburgh
Oxford Transfer Station, LLC
Pine Tree Waste, Inc.
Portland C&D Site, Inc. (NY)
Schultz Landfill, Inc.
Southbridge Recycling & Disposal Park, Inc.
Sunderland Waste Management, Inc.
The Hyland Facility Associates
Tompkins County Recycling LLC
Waste-Stream Inc.

Equity or Ownership Interests in Non-Subsidiary Entities

Agreen Energy LLC
Asian Energy Limited, Inc.
Bgreen Energy LLC
CARES McKean, LLC
Casella-Altela Regional Environmental Services, LLC
Evergreen National Indemnity Company
GreenerU, Inc.
RecycleRewards, Inc.
RecycleBank LLC
Power of Three, LLC

FORM OF OPINION OF WILMER CUTLER PICKERING HALE AND DORR LLP

Annex A-I

FORM OF OPINION OF DAVID SCHMITT

Annex A-II

Matters to be Covered by Opinions of Local Counsel

Annex A-III

Issuer Free Writing Prospectuses (included in the Pricing Disclosure Package)

Final term sheet for the Securities, dated February 9, 2015.

Annex B

Exhibit A

(see attached)

Exh. A

Exhibit B

Form of Officer's Compliance Certificate

Exh. B

Exhibit C

Form of Chief Financial Officer's Certificate

Exhibit 5.1

WILMERHALE

February 13, 2015

+1 617 526 6000 (t)
+1 617 526 5000 (f)
wilmerhale.com

Casella Waste Systems, Inc.
25 Greens Hill Lane
Rutland, Vermont 05701

Re: 7.75% Senior Subordinated Notes Due 2019

Ladies and Gentlemen:

This opinion is furnished to you in connection with (i) the Registration Statement on Form S-3 (File No. 333-200784) (the "Registration Statement") filed by Casella Waste Systems, Inc., a Delaware corporation (the "Company") and the guarantors listed therein (the "Guarantors"), with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Securities Act"), for the registration of, among other securities, the Company's 7.75% Senior Subordinated Notes due 2019 (the "Senior Subordinated Notes") and the guarantees of the Senior Subordinated Notes by the Guarantors (the "Guarantees"), which may be issued from time to time on a delayed or continuous basis pursuant to Rule 415 under the Securities Act at an aggregate initial offering price not to exceed $250,000,000 as set forth in the Registration Statement and the prospectus contained therein (the "Base Prospectus); and (ii) the prospectus supplement, dated February 9, 2015 (the "Prospectus Supplement") relating to the issue and sale pursuant to the Registration Statement of $60,000,000 aggregate principal amount of Senior Subordinated Notes (the "Notes"). The Registration Statement was declared effective by the Commission on December 29, 2014.

The Notes are to be issued and sold by the Company pursuant to the Indenture, dated as of February 7, 2011, among the Company, the Guarantors party thereto and U.S. Bank National Association as trustee and duly qualified under the Trust Indenture Act, as amended or supplemented through the date hereof (the "Indenture") pursuant to an underwriting agreement, dated as of February 9, 2015 (the "Underwriting Agreement") among the Company and the several underwriters named in Schedule 1 thereto, for which Merrill Lynch, Pierce, Fenner & Smith Incorporated is acting as representative, which will be filed with the Commission as Exhibit 1.1 to the Company's Current Report on Form 8-K, dated February 13, 2015.

We are acting as counsel for the Company and the Guarantors in connection with the issue and sale by the Company of the Notes. We have examined and relied upon (i) corporate or other proceedings of the Company and the Guarantors regarding the authorization of the execution and delivery of the Indenture, the Underwriting Agreement and the issuance of the Notes and the Guarantees, (ii) the Registration Statement, (iii) the Base Prospectus, (iv) the

Prospectus Supplement, (v) the Underwriting Agreement and (vi) the Indenture. We have also examined and relied upon originals or copies, certified or otherwise identified to our satisfaction, of such other corporate records of the Company and the Guarantors, such other agreements and instruments, certificates of public officials, officers of the Company and the Guarantors and other persons, and such other documents, instruments and certificates as we have deemed necessary as a basis for the opinions hereinafter expressed.

In our examination of the foregoing documents, we have assumed the genuineness of all signatures, the legal capacity of all signatories, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as copies and the authenticity of such original documents and the completeness and accuracy of the corporate records of the Company and each of the Guarantors provided to us by the Company.

In rendering the opinions set forth below, we have assumed that (i) the Trustee has the power, corporate or other, to effect the transactions contemplated by the Indenture, (ii) the Indenture is a valid and binding obligation of the Trustee, and (iii) the Trustee has been qualified under the Trust Indenture Act of 1939, as amended. We have also assumed the due authentication of the Notes by the Trustee.

For the purposes of our opinions expressed below regarding the valid, binding and enforceable obligations of the Guarantors, we have relied on:

A. an opinion letter, dated February 13, 2015, from Pierce Atwood LLP relating to certain matters under Maine law.

B. an opinion letter, dated February 13, 2015, from Cohen & Grigsby, PC to the Company relating to certain matters under Pennsylvania law.

C. an opinion letter, dated February 13, 2015, from Fox Rothschild LLP to the Company relating to certain matters under New Jersey law.

D. an opinion letter, dated February 13, 2015, from Cleveland, Waters & Bass, P.A. to the Company relating to certain matters under New Hampshire law.

E. an opinion letter, dated February 13, 2015, from Paul Frank + Collins, P.C. to the Company relating to certain matters under Vermont law.

F. an opinion letter, dated February 13, 2015, from Hunton & Williams LLP to the Company relating to certain matters under Virginia law.

Our opinions below are qualified to the extent that they may be subject to or affected by (i) applicable bankruptcy, insolvency, reorganization, moratorium, usury, fraudulent conveyance

or similar laws relating to or affecting the rights or remedies of creditors generally, (ii) statutory or decisional law concerning recourse by creditors to security in the absence of notice or hearing, (iii) duties and standards imposed on creditors and parties to contracts, including, without limitation, requirements of materiality, good faith, reasonableness and fair dealing, and (iv) general equitable principles. Furthermore, we express no opinion as to the availability of any equitable or specific remedy upon any breach of the Indenture, the Notes or the Guarantees, or to the successful assertion of any equitable defenses, inasmuch as the availability of such remedies or the success of any equitable defenses may be subject to the discretion of a court. We also express no opinion herein with respect to compliance by the Company or the Guarantors with the securities or "blue sky" laws of any state or other jurisdiction of the United States or of any foreign jurisdiction. In addition, we express no opinion and make no statement herein with respect to the antifraud laws of any jurisdiction.

We express no opinion herein as to the laws of any state or jurisdiction other than the state laws of the State of New York and the Commonwealth of Massachusetts and the General Corporation Law of the State of Delaware. We also express no opinion herein with respect to compliance by the Company or the Guarantors with the securities or "blue sky" laws of any state or other jurisdiction of the United States or of any foreign jurisdiction. In addition, we express no opinion and make no statement herein with respect to the antifraud laws of any jurisdiction.

Based upon and subject to, the foregoing, we are of the opinion that when the Notes and the Guarantees have been duly executed by the Company and the Guarantors, respectively, and duly authenticated by the Trustee in accordance with the terms of the Indenture and delivered to the purchasers thereof against payment of the consideration therefor specified in the Underwriting Agreement, the Notes will constitute valid and binding obligations of the Company, enforceable against the Company in accordance with their terms, and the Guarantees will constitute valid and binding obligations of each respective Guarantor, enforceable against each respective Guarantor in accordance with their terms.

Please note that we are opining only as to the matters expressly set forth herein, and no opinion should be inferred as to any other matters. This opinion is based upon currently existing statutes, rules, regulations and judicial decisions and is rendered as of the date hereof, and we disclaim any obligation to advise you of any change in any of the foregoing sources of law or subsequent developments in law or changes in facts or circumstances that might affect any matters or opinions set forth herein.

We hereby consent to the filing of this opinion with the Commission as an exhibit to the Company's Current Report on Form 8-K to be filed on or about February 13, 2015, which Form 8-K will be incorporated by reference into the Registration Statement and to the use of our name therein and in the related Base Prospectus, preliminary prospectus supplement dated February 6, 2015 and Prospectus Supplement under the caption "Legal Matters." In giving such consent, we

do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act of 1933, as amended, or the rules and regulations of the Commission.

WILMER CUTLER PICKERING HALE AND DORR LLP

By: /s/ Jeffrey A. Stein
Jeffrey A. Stein, Partner

Exhibit 5.2

DAVID K. FRIES, ESQUIRE
(603) 224-7761 EXT. 1014
(603) 224-6457 FACSIMILE
FRIESD@CWBPA.COM

TWO CAPITAL PLAZA, P.O. BOX 1137
CONCORD, NEW HAMPSHIRE 03302-1137

February 13, 2015

Casella Waste Systems, Inc.
25 Greens Hill Lane
Rutland, Vermont 05701

Re: Casella Waste Systems, Inc. (the "Company")
7.75% Senior Subordinated Notes Due 2019

Ladies and Gentlemen:

We are special local counsel to Colebrook Landfill LLC (the "New Hampshire LLC") and Forest Acquisitions, Inc. (the "New Hampshire Corporation") in connection with the transactions described below. Each of the New Hampshire LLC and the New Hampshire Corporation (collectively, the "New Hampshire Subsidiaries") is a subsidiary of the Company.

Reference is made to the Registration Statement on Form S-3 (File No. 333-200784) (the "Registration Statement") filed with the Securities and Exchange Commission (the "Commission") relating to the registration under the Securities Act of 1933, as amended, (the "Securities Act") of the issuance and sale from time to time of, among other securities, the Company's 7.75% Senior Subordinated Notes due 2019 (the "Senior Subordinated Notes") and guarantees thereof by certain subsidiaries of the Company (the "Guarantor Subsidiaries"), including the New Hampshire Subsidiaries. This opinion is issued to you in connection with the issue and sale of $60,000,000.00 aggregate principal amount of Senior Subordinated Notes (the "Notes") pursuant to the Registration Statement, the prospectus contained in the Registration Statement (the "Base Prospectus"), and the supplement to the Base Prospectus dated February 9, 2015 (the "Prospectus Supplement").

The Notes are to be issued under the indenture dated as of February 7, 2011 among the Company, the guarantors listed therein (including the New Hampshire Subsidiaries), and U.S. Bank National Association, as trustee, which we understand has been duly qualified under the Trust Indenture Act, as amended and supplemented through the date hereof (the "Indenture"). The Guarantor Subsidiaries, including the New Hampshire Subsidiaries, are to issue guarantees (the "Guarantees") of the Notes as provided in the Indenture and in the form attached as an exhibit to the Indenture.

In rendering this opinion, we have examined the following documents and instruments:

1. The Indenture included as an exhibit to the Registration Statement;
2. The Notes as executed by the Company;
3. The Guarantees as executed by the New Hampshire Subsidiaries (the "New Hampshire Guarantees");
4. The Registration Statement, including the Base Prospectus;
5. The Prospectus Supplement;
5. Certificates of Legal Existence for each of the New Hampshire Subsidiaries from the New Hampshire Secretary of State dated January 26, 2015;
6. Articles of Incorporation and a Certificate of Formation, as applicable, for the New Hampshire Subsidiaries, certified by the New Hampshire Secretary of State on November 21, 2014;
7. The bylaws of the New Hampshire Corporation and the Limited Liability Company Agreement of the New Hampshire LLC as certified in the Secretary's Certificate referred to in item 9 below (the "LLC Agreement");
8. Written Consents in Lieu of a Meeting by the Board of Directors of the New Hampshire Corporation and by the Member of the New Hampshire LLC; and
9. Certificate of Secretary of Subsidiary Guarantors dated February 13, 2015 (the "Secretary's Certificate").

We have also examined and relied upon such other documents and made such other examination of law as we have deemed necessary in connection with this opinion.

In connection with our examination, we have assumed the authenticity of documents purporting to be the originals, the authenticity of all documents submitted to us as certified copies, the genuineness of all signatures on original documents, the legal capacity of all signatories, and the conformity with original documents of all copies submitted to us as conformed, electronic, or photostatic copies. We have also assumed that all documents submitted to us have remained in force since their execution without interruption and that they have not been revoked, rescinded, amended, or superseded in whole or in part, and that the

settlement of the Notes and the New Hampshire Guarantees and related transactions have occurred with all relevant transaction documents deemed released and exchanged by the parties. We have relied on certificates of public officers, the Secretary's Certificate, and the representations made by the Company and the New Hampshire Subsidiaries as set forth in the documents, instruments, and certificates enumerated above. Nothing has come to our attention to lead us to question the accuracy of such representations.

We are admitted to practice in the State of New Hampshire and express no opinion as to matters under or involving the laws of any jurisdiction other than the State of New Hampshire and its political subdivisions.

Based on the foregoing, and in reliance thereon, and subject to the foregoing exceptions, we are of the opinion that:

1. The New Hampshire LLC is a limited liability company validly existing under the laws of the State of New Hampshire. The New Hampshire Corporation is a corporation validly existing under the laws of the State of New Hampshire.

2. The New Hampshire Subsidiaries have the corporate or limited liability company power and authority, as the case may be, to execute, deliver and perform their obligations under the New Hampshire Guarantees.

3. The execution, delivery and performance of the New Hampshire Guarantees have been duly authorized by all necessary corporate or limited liability company action, as the case may be, on behalf of the New Hampshire Subsidiaries.

4. The New Hampshire Guarantees have been duly executed and delivered on behalf of the New Hampshire Subsidiaries.

5. The execution, delivery and performance of the New Hampshire Guarantees by the New Hampshire Subsidiaries will not violate or result in a breach of existing law or regulations or the articles of incorporation or bylaws of the New Hampshire Corporation or the Certificate of Formation or the LLC Agreement of the New Hampshire LLC.

6. No consent, authorization or approval by any administrative or governmental body is required in connection with the execution, delivery and performance of the New Hampshire Guarantees by the New Hampshire Subsidiaries.

7. No intangible or documentary stamp taxes, recording taxes, or transfer taxes are payable by the New Hampshire Subsidiaries to the State of New Hampshire on account of the execution and delivery of the New Hampshire Guarantees by the New Hampshire Subsidiaries.

We express no opinion (i) as to any other agreement or obligation undertaken by the New Hampshire Subsidiaries or (ii) regarding federal securities laws or the "Blue Sky" or other securities laws of any state.

We hereby consent to the filing of this opinion with the Commission as an exhibit to the Company's Current Report on Form 8-K to be filed on or about February 13, 2015, which Form 8-K will be incorporated by reference into the Registration Statement and to the use of our name therein and in the related Base Prospectus, preliminary prospectus supplement dated February 6, 2015, and Prospectus Supplement under the caption "Legal Matters." In giving the foregoing consents, we do not thereby admit that we come within the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission thereunder.

This opinion is being delivered to the addressee hereof solely in connection with the transactions outlined above. Wilmer Cutler Pickering Hale & Dorr LLP may rely upon this opinion for purposes of issuing its opinion dated the date hereof. The limitations expressed herein are an integral part of this opinion, and no opinions on other matters not expressly stated herein are intended nor should they be inferred or implied herefrom.

Very truly yours,

CLEVELAND, WATERS AND BASS, P.A.

By: /s/ David K. Fries
David K. Fries, Esq.
A Director

Exhibit 5.3

cohen&grigsby | a culture of performance

February 13, 2015

Casella Waste Systems, Inc.
25 Green Hill Lane
Rutland, VT 05701

Re: Subsidiary Guarantees of Casella Waste Management of Pennsylvania, Inc.
for Casella Waste System, Inc.'s 7.75% Senior Subordinated Notes Due 2019

Ladies and Gentlemen:

We have acted as special Pennsylvania counsel to Casella Waste Management of Pennsylvania, Inc., a Pennsylvania corporation (the "**Company**") in connection with the Note Guarantee (defined below). This Opinion Letter is being delivered to the addressee in connection with (a) the Registration Statement on Form S-3 (File No. 333-200784) (the "**Registration Statement**") filed by Casella Waste Systems, Inc., a Delaware corporation ("**Casella Waste**") and the guarantors listed therein (the "**Guarantors**"), with the Securities and Exchange Commission (the "**Commission**") under the Securities Act of 1933, as amended (the "**Securities Act**"), for the registration of, among other securities, Casella Waste's 7.75% Senior Subordinated Notes due 2019 (the "**Senior Subordinated Notes**") and the guarantees of the Senior Subordinated Notes by the Guarantors (the "**Guarantees**"), which, along with the other securities registered in the Registration Statement, may be issued from time to time on a delayed or continuous basis pursuant to Rule 415 under the Securities Act at an aggregate initial offering price not to exceed $250,000,000 as set forth in the Registration Statement and the prospectus contained therein (the "**Base Prospectus**") and (b) the prospectus supplement, dated February 9, 2015 (the "**Prospectus Supplement**") relating to the issue and sale pursuant to the Registration Statement of $60,000,000 aggregate principal amount of Senior Subordinated Notes (the "**Notes**"). The Registration Statement was declared effective by the Commission on December 29, 2014.

The Notes are to be issued and sold by Casella Waste pursuant to the Indenture, dated as of February 7, 2011, among Casella Waste, the Guarantors party thereto and U.S. Bank National Association as trustee and duly qualified under the Trust Indenture Act (as the same has been amended or supplemented through the date hereof, the "**Indenture**") pursuant to an underwriting agreement, dated as of February 9, 2015 (the "**Underwriting Agreement**") among Casella Waste and the several underwriters named in Schedule 1 thereto, for which Merrill Lynch, Pierce, Fenner & Smith Incorporated is acting as representative, which will be filed with the Commission as Exhibit 1.1 to Casella Waste's Current Report on Form 8-K, dated February 13, 2015.

A. DOCUMENTS EXAMINED

In rendering our Opinions, we have made no investigation or inquiry other than review of the following documents:

1. The Subsidiary Guarantee, dated February 13, 2015, by the Company and the other Guarantors party thereto in favor of the holders of the Notes (the "**Note Guarantee**").

2. The Certificate of the Secretary of the Subsidiary Guarantors, dated February 13, 2015 (the "**Secretary Certificate**"), including the Written Consent in Lieu of a Meeting of the subsidiaries of Casella Waste dated January 30, 2015 (the "**Resolutions**") and the Incumbency Certificate attached thereto.

3. The Registration Statement.

4. The Base Prospectus.

5. The Prospectus Supplement.

6. The Underwriting Agreement.

7. The Indenture, including the form of Senior Subordinated Notes set forth therein.

8. 7.75% Senior Subordinated Note, dated February 13, 2015, issued by Casella Waste in favor of Cede & Co. in the original principal amount of $60,000,000.

9. The Articles of Incorporation of the Company filed with the Commonwealth of Pennsylvania Department of State on January 17, 1997, and the Statements of Change of Registered Office filed with the Commonwealth of Pennsylvania Department of State on May 9, 2011, January 21, 2005 and January 26, 2006.

10. The By-Laws of the Company adopted January 17, 1997.

11. The Subsistence Certificate of the Company issued by the Commonwealth of Pennsylvania Department of State on January 27, 2015.

B. ASSUMPTIONS, QUALIFICATIONS AND EXCLUSIONS

In rendering our Opinions we have made the assumptions listed on Exhibit A. Our Opinions are subject to the qualifications and exclusions listed on Exhibit B.

C. OPINIONS

Based upon and subject to such assumptions, qualifications and exclusions, we are of the opinion that:

1. The Company is a corporation presently subsisting under the laws of the Commonwealth of Pennsylvania (the "**Commonwealth**").

2. The Company (a) has the corporate power to carry on its business as now being conducted, to own and operate its properties and assets and to enter into and perform its obligations under the Note Guarantee and (b) has obtained all corporate authorizations and approvals which are necessary for it to execute, deliver and perform the Note Guarantee.

3. The Note Guarantee has been duly and validly executed and delivered by the Company.

4. Execution and delivery by the Company of the Note Guarantee do not, and performance of its agreements in the Note Guarantee will not, violate its charter or bylaws.

5. Execution and delivery by the Company of, and performance of its agreements in, the Note Guarantee are not prohibited by any statute or regulation of the Commonwealth that a lawyer practicing in such jurisdiction exercising customary professional diligence would reasonably recognize as being directly applicable to the Company, the transactions contemplated by the Note Guarantee or both.

6. Execution and delivery by the Company of, and performance of its agreements in, the Note Guarantee do not require any approvals from or filings with any governmental authority under any statute or regulation of the Commonwealth.

7. No taxes, including, without limitation, intangible or documentary stamp taxes, recording taxes, transfer taxes or similar taxes, are payable to the Commonwealth's Department of Revenue on account of the execution and delivery by the Company of the Note Guarantee or the creation of indebtedness evidenced under the Note Guarantee.

We hereby consent to the filing of this opinion with the Commission as an exhibit to Casella Waste's Current Report on Form 8-K to be filed on or about February 13, 2015, which

Form 8-K will be incorporated by reference into the Registration Statement and to the use of our name therein and in the related Base Prospectus, preliminary prospectus supplement dated February 6, 2015 and Prospectus Supplement under the caption "Legal Matters." In giving the foregoing consents, we do not thereby admit that we come within the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission thereunder.

This Opinion Letter is given solely as of the date hereof and is limited to the matters expressly set forth herein. This Opinion Letter is subject to future changes in applicable law, and we do not undertake to update this Opinion Letter. It is understood that this Opinion Letter is to be used solely in connection with the issuance and sale of the Notes while the Registration Statement is in effect. Wilmer Cutler Pickering Hale & Dorr LLP may rely upon this Opinion Letter for purposes of issuing its opinion dated the date hereof filed as Exhibit 5.1 to Casella Waste's Current Report on Form 8-K to be filed on or about February 13, 2015.

Very truly yours,

/s/ Cohen & Grigsby AXK

COHEN & GRIGSBY, P.C.

AXG:AXK:JXP

EXHIBIT A

ASSUMPTIONS

1. Each document submitted to us for review and each document obtained by us from any governmental authority is accurate and complete, each such document that is an original is authentic, each such document that is a copy conforms to an authentic original and all signatures on each such document are genuine. All official public records from which any such document, or the information contained in any such document, was obtained are accurate and complete and have been properly indexed and filed.

2. There are no agreements or understandings among the parties, written or oral, and there is no usage of trade or course of dealing among the parties that would, in either case, define, supplement or qualify the terms of the Note Guarantee.

3. All natural persons involved in the transactions contemplated by the Note Guarantee on the Company's behalf have sufficient legal capacity to carry out their roles in such transactions, and any signatures of such persons on the Note Guarantee or any certificate delivered in connection therewith are genuine.

4. There has not been any mutual mistake of fact or misunderstanding, fraud, duress or undue influence, and the conduct of the parties to the Note Guarantee has complied with all applicable requirements of good faith, fair dealing and conscionability.

5. The business of the Company as now being conducted consists of providing resource management expertise and services to residential, commercial, municipal, and industrial customers, primarily in the areas of solid waste collection and disposal, transfer, recycling, and organics services.

6. Executed originals of the Note Guarantee have been delivered to the person(s) to whom the Note Guarantee is required to be delivered under the terms of the Indenture and the Underwriting Agreement.

7. The Note Guarantee represents and is the "Company Guarantee" referred to in the Resolutions.

8. The Notes are the "Notes" referred to in the Resolutions.

EXHIBIT B

QUALIFICATIONS AND EXCLUSIONS

1. With respect to our Opinion in Paragraph C-1, we have relied exclusively upon the Subsistence Certificate without investigation.

2. We have relied exclusively upon the Secretary Certificate, without investigation, insofar as the factual matters certified to therein relate to any of our Opinions herein.

3. Unless otherwise specifically addressed, our Opinions are subject to the qualification that no opinion is given with respect to the following legal issues:

(a) the applicability of, or compliance with, federal or state laws or regulations relating to securities regulation, antitrust, unfair competition, employee benefits, protection of the environment, land use, tax matters, public or employee health or safety, intellectual property, labor matters, usury, anti-terrorism, money laundering, filing or notice requirements or fraudulent transfer or conveyance;

(b) the applicability of, or compliance with, any federal or state statutes of general application to the extent that they provide for criminal prosecution;

(c) the creation, attachment, perfection, priority or enforceability of any lien or security interest; or

(d) title to any real or personal property.

4. We are members of the Bar of the Commonwealth, and our Opinions expressed herein are limited to the laws of the Commonwealth and, if specifically stated, the United States, in each case as currently in effect, and we assume no responsibility as to the applicability to the matters covered hereby of the laws of any other jurisdiction. To the extent that the Note Guarantee or any of the transactions contemplated thereby are governed by the laws of a jurisdiction other than the Commonwealth, our Opinions herein as they relate to such items are given as if the laws of the Commonwealth govern such items; we express no opinion as to the jurisdiction whose laws actually govern such items.

Exhibit 5.4

Mail: P.O. Box 5231, Princeton, NJ 08543-5231

Princeton Pike Corporate Center
997 Lenox Drive, Building 3
Lawrenceville, NJ 08648-2311
Tel 609.896.3600 Fax 609.896.1469
www.foxrothschild.com

February 13, 2015

Casella Waste Systems, Inc.
25 Green Hill Lane
Rutland, Vermont 05701

Re: **Casella Waste Systems, Inc.**
Public Offering of 7.75% Senior Subordinated Notes due 2019
New Jersey Local Counsel Opinion

Ladies and Gentlemen:

This opinion letter (this "Opinion Letter") is furnished to you in connection with (i) the Registration Statement on Form S-3 (File No. 333-200784) (the "Registration Statement") filed by Casella Waste Systems, Inc., a Delaware corporation (the "Company") and the guarantors listed therein (the "Guarantors"), with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Securities Act"), for the registration of securities, including the Company's 7.75% Senior Subordinated Notes due 2019 (the "Senior Subordinated Notes") and the guarantees of the Senior Subordinated Notes by the Guarantors (the "Guarantees"), which may be issued from time to time on a delayed or continuous basis pursuant to Rule 415 under the Securities Act at an aggregate initial offering price not to exceed $250,000,000 as set forth in the Registration Statement and the prospectus contained therein (the "Base Prospectus"); and (ii) the prospectus supplement, dated February 9, 2015 (the "Prospectus Supplement") relating to the issue and sale pursuant to the Registration Statement of $60,000,000 aggregate principal amount of Senior Subordinated Notes (the "Notes"). The Registration Statement was declared effective by the Commission on December 29, 2014.

The Notes are to be issued and sold by the Company pursuant to the Indenture, dated as of February 7, 2011, among the Company, the Guarantors party thereto and U.S. Bank National Association as trustee and duly qualified under the Trust Indenture Act, as amended or supplemented through the date hereof (the "Indenture"), pursuant to an underwriting agreement, dated as of February 9, 2015 (the "Underwriting Agreement") among the Company and the

several underwriters named in Schedule 1 thereto, for which Merrill Lynch, Pierce, Fenner & Smith Incorporated is acting as representative, which will be filed with the Commission as Exhibit 1.1 to the Company's Current Report on Form 8-K on or about February 13, 2015.

We have served as special New Jersey counsel for (i) KTI, Inc., a New Jersey corporation ("KTI"), and (ii) KTI Environmental Group, Inc., a New Jersey corporation ("KTIEG," and, together with KTI, sometimes collectively referred to herein as the "NJ Subsidiaries" and individually as an "NJ Subsidiary"), each of which is a subsidiary of the Company and a Guarantor, with respect to the issue and sale by the Company of the Notes. This Opinion Letter is being furnished to you at your request as the parent of the NJ Subsidiaries.

In rendering the opinions set forth herein, we have examined originals, or copies certified or otherwise identified to our satisfaction, of the following documents solely:

(a) The Indenture;

(b) The Guarantees executed by the NJ Subsidiaries;

(c) The Registration Statement;

(d) The Base Prospectus;

(e) The Prospectus Supplement;

(f) The Underwriting Agreement;

(g) The Notes;

(h) The Restated Certificate of Incorporation of KTI, filed in the Department of State of the State of New Jersey on July 12, 1994, as amended through and including the date of this Opinion Letter;

(i) The Bylaws of KTI as amended through and including the date of this Opinion Letter;

(j) The Certificate of Incorporation of KTIEG, filed in the Department of State of the State of New Jersey on November 9, 1962, as amended through and including the date of this Opinion Letter;

(k) The Bylaws of KTIEG as amended through and including the date of this Opinion Letter;

(l) Good Standing Certificate for KTI, certified by the Department of the Treasury of the State of New Jersey on January 27, 2015;

(m) Good Standing Certificate for KTIEG, certified by the Department of the Treasury of the State of New Jersey on January 27, 2015;

(n) Certificate of Secretary of the Company and the Guarantors, dated the date of this Opinion Letter, including Annexes thereto (the "Secretary's Certificate"); and

(o) The unanimous written consent of the board of directors of each of KTI and KTIEG, dated as of January 30, 2015 relating to certain matters.

The documents in (a) through (g) above are herein referred to as collectively, the "Transaction Documents." The documents in (h) through (k) above are herein referred to as collectively the "Company Documents." We have not examined any court, real estate or commercial financing records. We have also made such examination of law as we have deemed necessary for purposes of this Opinion Letter.

In our examination, we have assumed the genuineness of all signatures, the legal capacity of all natural persons, the authenticity of all documents submitted to us as originals, the conformity to the original documents of all documents submitted to us as certified or photocopies, the authenticity of the originals of such latter documents, the accuracy and completeness of all documents and records reviewed by us, the accuracy, completeness and authenticity of each certificate issued by any government official, office or agency and the absence of change in the information contained therein from the effective date of any such certificate.

In rendering this Opinion Letter, except for the specific opinions covered by this Opinion Letter, we have relied upon the opinion issued on the date of this Opinion Letter by Wilmer Cutler Pickering Hale and Dorr LLP to you as of such date.

We have assumed that each of the parties to the Transaction Documents other than the NJ Subsidiaries (the "Other Parties") has satisfied all applicable legal requirements necessary to make the Transaction Documents to which it is a party enforceable against it and has complied with all legal requirements pertaining to its status as such status relates to its rights to enforce the Transaction Documents against the NJ Subsidiaries, respectively. We have also assumed that the conduct of each of the parties to the Transaction Documents complies with any requirements of good faith, fair dealing and absence of unconscionability, and there has not been any mutual mistake of fact, fraud, duress or undue influence. We have also assumed that there have been no undisclosed modifications of any document reviewed by us in connection with the rendering of

this Opinion Letter. As to any facts material to our opinions expressed herein, we have relied upon the statements, representations and warranties respecting the NJ Subsidiaries contained in the Transaction Documents and the Secretary's Certificate.

We have assumed the due authorization, execution and delivery of the Transaction Documents by all of the Other Parties thereto, that all of the Other Parties thereto have full power and legal right to enter into the Transaction Documents and to consummate the transactions contemplated thereby, and that each of the Transaction Documents constitutes a legal, valid and binding obligation of each of the Other Parties thereto.

To the extent that a statement herein is qualified by the phrases "to our knowledge" or "known to us", or by similar phrases, it is intended to indicate that, during the course of our representation of each of the NJ Subsidiaries in connection with the Transaction Documents, no information that would give us current actual knowledge of the inaccuracy of such statement has come to the attention of those attorneys presently in this firm who have rendered substantive legal services in connection with the representation of the NJ Subsidiaries with respect to the Transaction Documents. However, we have not undertaken any independent investigation or review to determine the accuracy of any such statement, and any limited inquiry undertaken by us during the preparation of this Opinion Letter should not be regarded as such an investigation or review. No inference as to our knowledge of any matters bearing on the accuracy of any such statement should be drawn from the fact of our representation of the NJ Subsidiaries.

This Opinion Letter is limited in all respects to the laws of the State of New Jersey and we express no opinion as to the laws of any other jurisdiction.

Based upon and subject to the foregoing and the qualifications hereinafter set forth, we are of the opinion that:

1. Based solely upon the Good Standing Certificate in (l) above, KTI is a validly existing New Jersey corporation and is in good standing under the laws of New Jersey, the jurisdiction of its formation.

2. Based solely upon the Good Standing Certificate in (m) above, KTIEG is a validly existing New Jersey corporation and is in good standing under the laws of New Jersey, the jurisdiction of its formation.

3. Each of KTI and KTIEG has all requisite corporate power and authority to own, lease, and operate its properties and to conduct its business as described in the Registration Statement and to execute, deliver and perform its obligations under the Transaction Documents to which it is a party.

4. The execution, delivery and performance by each of the NJ Subsidiaries of each of the Transaction Documents to which it is a party have been duly authorized by all necessary corporate action of such NJ Subsidiary.

5. The Transaction Documents to which each of the NJ Subsidiaries is a party have been duly executed and delivered by such NJ Subsidiary.

6. The execution and delivery by each of the NJ Subsidiaries of the Transaction Documents to which it is a party and the performance of the obligations of such NJ Subsidiary thereunder do not: (i) violate any of the terms, conditions or provisions of the Company Documents of such NJ Subsidiary; (ii) violate any New Jersey law applicable to such NJ Subsidiary or, to our knowledge, any order, rule or regulation of any New Jersey governmental authority or agency having jurisdiction over the Borrower or its properties or by which it is bound; or (iii) to our knowledge, violate any judgment, order, writ, injunction or decree binding on such NJ Subsidiary.

7. No authorization, approval, license, permit or other action by, and no notice to or filing with, any New Jersey governmental authority or judicial or regulatory body is required (or, if required, such authorization, approval, license, permit, action, notice or filing has been duly made or obtained) for the due execution and delivery and performance of the obligations of each of the NJ Subsidiaries under the Transaction Documents to which it is a party.

8. No taxes or other charges, including, without limitation, intangible or documentary stamp taxes, recording taxes, transfer taxes or similar charges, are payable to the State of New Jersey on account of the execution and delivery by each of the NJ Subsidiaries of the Transaction Documents to which it is a party or the creation of the indebtedness evidenced under the Transaction Documents to which it is a party.

Our opinions expressed above are subject to the following additional qualifications:

We express no opinion as to the effect of any New Jersey law, rule or regulation, or as to any statutes, ordinances, administrative decisions, rules or regulations of any county, town, municipality or special political subdivision (whether created or enabled through legislative action at the state or regional level) concerning securities, trademarks, patents, copyrights, trade secrets, antitrust, taxes, pollution, hazardous substances or environmental protection, zoning, land use, building, construction, labor, protection of disabled persons, or occupational health and safety in respect of the transactions contemplated by or referred to in any of the Transaction Documents.

Our opinions in paragraphs 6 and 7 above as to compliance with certain statutes, rules and regulations and as to required permits, consents or approvals of, authorizations by, or

registrations, declarations or filings with certain governmental authorities are based upon a review (as limited by the immediately preceding paragraph of this Opinion Letter) of those New Jersey statutes, rules and regulations which, in our experience, are normally applicable to transactions of the type contemplated by the Transaction Documents.

We express no opinion as to the existence of or title to property or encumbrances thereon, the description of any property or the creation or the perfection of any security or the priority of any security interest or the perfection or the priority of any mortgage or other lien.

This Opinion Letter is based upon and relies upon the current status of law, and in all respects is subject to and may be limited by future legislation or case law.

The opinions expressed herein represent our reasonable professional judgment as to the matters of law addressed herein, based upon the facts presented or assumed, and are not guarantees that a court will reach any particular result.

This Opinion Letter is limited to the matters stated herein, and no opinion is implied or may be inferred beyond the matters expressly stated. This Opinion Letter is given as of the date hereof, and we expressly disclaim any obligation to update or supplement our opinions contained herein to reflect any facts or circumstances that may hereafter come to our attention or any changes in laws that may hereafter occur.

We hereby consent to the filing of this Opinion Letter with the Commission as an exhibit to the Company's Current Report on Form 8-K to be filed on or about February 13, 2015, which Form 8-K will be incorporated by reference into the Registration Statement and to the use of our name therein and in the related Base Prospectus, preliminary Prospectus Supplement, dated February 6, 2015 and Prospectus Supplement under the caption "Legal Matters." In giving the foregoing consents, we do not thereby admit that we come within the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission thereunder.

It is understood that this Opinion Letter is being delivered to the addressee to be used only in connection with the Transaction Documents and may not be relied upon for any other purposes. Wilmer Cutler Pickering Hale and Dorr LLP may rely on this Opinion Letter for purposes of issuing its opinion dated the date hereof.

Very truly yours,

/s/ Fox Rothschild LLP

Exhibit 5.5

HUNTON & WILLIAMS LLP
RIVERFRONT PLAZA, EAST TOWER
951 EAST BYRD STREET
RICHMOND, VIRGINIA 23219-4074

TEL 804 • 788 • 8200
FAX 804 • 788 • 8218

February 13, 2015

FILE NO: 50279.000004

Casella Waste Systems, Inc.
25 Greens Hill Lane
Rutland, Vermont 05701

Casella Waste Systems, Inc. and Co-Registrants
Public Offering of 7 ¾% Senior Subordinated Notes due 2019

Ladies and Gentlemen:

This opinion is furnished to you in connection with (i) the Registration Statement on Form S-3 (File No. 333-200784) filed by Casella Waste Systems, Inc., a Delaware corporation (the "Parent"), and the guarantors listed therein (the "Subsidiary Guarantors"), with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Securities Act"), filed on December 5, 2014, as amended by Amendment No. 1 to the Registration Statement on Form S-3 (Registration No. 333-200784) filed by the Parent and the Subsidiary Guarantors with the Commission on December 17, 2014 (as amended, the "Registration Statement") and the prospectus contained therein (the "Base Prospectus), for the registration of, among other things, the Parent's 7 ¾% Senior Subordinated Notes due 2019 (the "Senior Subordinated Notes") and the guarantees of the Senior Subordinated Notes by the Subsidiary Guarantors (the "Guarantees"), which may be issued from time to time on a delayed or continuous basis pursuant to Rule 415 under the Securities Act at an aggregate initial offering price not to exceed $250,000,000 as set forth in the Registration Statement; and (ii) the prospectus supplement, filed on February 10, 2015 (the "Prospectus Supplement," and together with the Base Prospectus, the "Prospectus") relating to the issue and sale pursuant to the Registration Statement of $60,000,000 aggregate principal amount of Senior Subordinated Notes and the Guarantees. The Registration Statement was declared effective by the Commission on December 29, 2014.

The Senior Subordinated Notes are being issued by the Parent pursuant to the Indenture, dated as of February 7, 2011 (as amended, restated or supplemented through the date hereof, the "Senior Subordinated Indenture"), by and among the Parent, the subsidiary guarantors named therein, including the Company (as hereinafter defined), and U.S. Bank National Association, as trustee for the Senior Subordinated Notes (the "Trustee"). The

Guarantees are being issued pursuant to the Senior Subordinated Indenture as evidenced by the Guarantee. The Senior Subordinated Notes and the Guarantees are being offered pursuant to an underwriting agreement, dated February 9, 2015 (the "Underwriting Agreement"), among the Parent, the Subsidiary Guarantors and the several underwriters named in Schedule 1 thereto, for which Merrill Lynch, Pierce, Fenner & Smith Incorporated is acting as representative, which will be filed with the Commission as Exhibit 1.1 to the Parent's Current Report on Form 8-K, dated February 13, 2015 (the "Form 8-K").

We have acted as special Virginia counsel to North Country Environmental Services, Inc., a Virginia corporation (the "Company"), in connection with the offering and sale of the Guarantees. This opinion is being furnished in accordance with the requirements of Item 16 of Form S-3 and Item 601(b)(5)(i) of Regulation S-K promulgated under the Securities Act.

In connection with this opinion, we have examined originals or copies, certified or otherwise identified to our satisfaction, of such documents and records of the Company, certificates of public officials and officers of the Company and such other documents, certificates and records as we have deemed necessary to render the opinions set forth herein, including, among other things, (i) the Articles of Incorporation of the Company (the "Articles of Incorporation") and the Amended and Restated By-Laws of the Company (the "By-Laws"), each as amended through the date hereof, (ii) the Registration Statement, the Prospectus and the documents incorporated therein by reference, (iii) resolutions of the Board of Directors of the Company, (iv) a signed copy of the Senior Subordinated Indenture, (v) a signed copy of the global note representing the Senior Subordinated Notes (the "Notes"), (vi) a signed copy of the Guarantee (together, with the Notes, the "Transaction Documents"), (viii) a signed copy of the Underwriting Agreement and (vii) a certificate issued by the Clerk of the State Corporation Commission of the Commonwealth of Virginia dated January 27, 2015, and confirmed the date hereof, to the effect that the Company is existing under the laws of the Commonwealth of Virginia and in good standing.

For purposes of the opinions expressed below, we have assumed (i) the authenticity of all documents submitted to us as originals, (ii) the conformity to the originals of all documents submitted to us as certified, photostatic or electronic copies and the authenticity of the originals thereof, (iii) the legal capacity of natural persons, (iv) the genuineness of all signatures not witnessed by us and (v) the due authorization, execution and delivery of all documents by all parties (other than the Company) and the validity, binding effect and enforceability thereof on such parties.

As to factual matters, we have relied upon, and assumed the accuracy of, representations included in the documents submitted to us, upon certificates of officers of the Company and upon certificates of public officials. Except as otherwise expressly indicated, we have not undertaken any independent investigation of factual matters.

We do not purport to express an opinion on any laws other than those of the Commonwealth of Virginia.

Based upon the foregoing and such other information and documents as we have considered necessary for the purposes hereof, and subject to the assumptions, qualifications and limitations stated herein, we are of the opinion that:

1. The Company is a corporation validly existing and in good standing under the laws of the Commonwealth of Virginia.

2. The Company has all requisite corporate power and authority necessary to own or hold its properties and to conduct the business in which it is engaged as described in the Prospectus.

3. The Company has the corporate power and authority to execute, deliver and perform its obligations under the Transaction Documents to which it is a party.

4. The execution, delivery and performance of the Transaction Documents to which the Company is a party have been duly authorized by all requisite corporate action by the Company.

5. The Transaction Documents to which the Company is a party have been duly executed and delivered by the Company.

6. The execution, delivery and performance by the Company of the Transaction Documents to which the Company is a party do not (i) violate the Articles of Incorporation or the By-Laws, (ii) violate any law, rule or regulation of the Commonwealth of Virginia, or (iii) result in a breach of, or constitute a default under, any judgment, decree or order binding on the Company or its properties that is known to us.

7. No filing with, notice to, or consent, approval, authorization or order of any court or governmental agency or body or official of the Commonwealth of Virginia not already obtained is required to be made or obtained on or prior to the date hereof in connection with the execution, delivery and consummation by the Company of the transactions contemplated by the Transaction Documents to which the Company is a party, except as may be required under the blue sky laws of the Commonwealth of Virginia (as to which we express no opinion).

We hereby consent to (i) the filing of this opinion with the Commission as an exhibit to the Form 8-K, which Form 8-K will be incorporated by reference into the Registration Statement and (ii) the use of our name therein and in the related Base Prospectus, the preliminary prospectus, filed on February 6, 2015, and Prospectus Supplement under the caption "Legal Matters." In giving these consents, we do not admit that we are within the category of persons whose consent is required by Section 7 of the Securities Act and the rules and regulations of the Commission promulgated thereunder.

Wilmer Cutler Pickering Hale and Dorr LLP, as counsel to the Parent, may rely on the opinions set forth in this letter for the purpose of issuing its opinion letter filed as Exhibit 5.1 to the Form 8-K and dated the date hereof with respect to the enforceability, legality and validity of the Guarantees being issued by the Company under the Registration Statement.

These opinions are limited to the matters stated in this letter, and no opinions may be implied or inferred beyond the matters expressly stated in this letter. This opinion letter is being delivered and should be understood with reference to customary practice. See "Statement on the Role of Customary Practice in the Preparation and Understanding of Third-Party Legal Opinions," 63 BUS. LAW. 1277 (2008). This opinion letter is given as of the date hereof and we assume no obligation to advise you after the date hereof of facts or circumstances that come to our attention or changes in the law, including judicial or administrative interpretations thereof, that occur which could affect the opinions contained herein.

Very truly yours,

/s/ Hunton & Williams LLP

Exhibit 5.6

February 13, 2015

Casella Waste Systems, Inc.
25 Greens Hill Lane
Rutland, VT 05701

Re: Casella Waste Systems, Inc. 7.75% Senior Subordinated Notes Due 2019

Ladies and Gentlemen:

This opinion is furnished to you in connection with (i) the Registration Statement on Form S-3 (File No. 333-200784) (the "Registration Statement") filed by Casella Waste Systems, Inc., a Delaware corporation (the "Company") and the guarantors listed therein (the "Guarantors"), with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Securities Act"), for the registration of, among other things, the Company's 7.75% Senior Subordinated Notes due 2019 (the "Senior Subordinated Notes") and the guarantees of the Senior Subordinated Notes by the Guarantors (the "Guarantees"), which may be issued from time to time on a delayed or continuous basis pursuant to Rule 415 under the Securities Act at an aggregate initial offering price not to exceed $250,000,000 as set forth in the Registration Statement and the prospectus contained therein (the "Base Prospectus); and (ii) the prospectus supplement, dated February 9, 2015 (the "Prospectus Supplement") relating to the issue and sale pursuant to the Registration Statement of $60,000,000 aggregate principal amount of Senior Subordinated Notes (the "Notes"). The Registration Statement was declared effective by the Commission on December 29, 2014.

The Notes are to be issued and sold by the Company pursuant to the Indenture, dated as of February 7, 2011, among the Company, the Guarantors party thereto and U.S. Bank National Association as trustee and duly qualified under the Trust Indenture Act, as amended or supplemented through the date hereof (the "Indenture") pursuant to an underwriting agreement, dated as of February 9, 2015 (the "Underwriting Agreement") among the Company and the several underwriters named in Schedule 1 thereto, for which Merrill Lynch, Pierce, Fenner & Smith Incorporated is acting as representative, which will be filed with the Commission as Exhibit 1.1 to the Company's Current Report on Form 8-K, dated February 13, 2015.

We act as special counsel to the following Vermont entities (collectively, the "Vermont Guarantors" and each, a "Vermont Guarantor"):

1. All Cycle Waste, Inc.;
2. Bristol Waste Management, Inc.;

3. C.V. Landfill, Inc.;
4. Casella Waste Management, Inc.;
5. New England Waste Services, Inc.;
6. New England Waste Services of Vermont, Inc.;
7. Newbury Waste Management, Inc.;
8. Sunderland Waste Management, Inc.;
9. Casella Transportation, Inc.; and
10. Casella Major Account Services, LLC.

The first nine Vermont Guarantors listed above are Vermont corporations and are referred to as the "Corporate Vermont Guarantors". The remaining Vermont Guarantor is a Vermont limited liability company and is referred to as the "LLC Vermont Guarantor".

For the purpose of this opinion, we have examined and relied upon originals or copies, certified or otherwise identified to our satisfaction, of the following documents:

a) The Articles of Association or Articles of Incorporation (as amended, if applicable), as the case may be, of each Corporate Vermont Guarantor;

b) The Articles of Organization of the LLC Vermont Guarantor;

c) Each Corporate Vermont Guarantor's Bylaws;

d) The LLC Vermont Guarantor's Limited Liability Company Operating Agreement;

e) The Written Consent in Lieu of a Meeting adopted by the directors of each Corporate Vermont Guarantor and by the member of the LLC Vermont Guarantor authorizing each Vermont Guarantor to take action in connection with the preparation and filing of a universal shelf registration statement and to execute the Transaction Documents (defined below) to which it is a party and to take the actions contemplated therein;

f) Certificates of Good Standing regarding each of the Vermont Guarantors issued by the Vermont Secretary of State dated January 26, 2015 (the "Good Standing Certificates");

g) A certificate dated as of February 13, 2015 and executed by an officer of each Vermont Guarantor certifying certain factual matters (the "Officer's Certificates");

h) The Registration Statement;

i) The Underwriting Agreement;

j) The Indenture;

k) The Senior Subordinated Notes; and

l) The Guarantees.

Documents (a) through (g) are referred to collectively as the "Business Entity Documents". Copies of Documents (a) through (g) were provided to us by Casella Waste Systems, Inc., and we have relied on Casella Waste Systems, Inc. to provide us with true and complete copies of such documents, and assume that to be true. Documents (h) through (l) are referred to collectively as the "Transaction Documents". The Business Entity Documents and the Transaction Documents are referred collectively as the "Documents."

In our examination of the foregoing documents, we have assumed the genuineness of all signatures, the legal capacity of all signatories, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as copies and the authenticity of such original documents and the completeness and accuracy of the corporate records of the Vermont Guarantors provided to us by the Company.

We express no opinion as to the laws of any jurisdiction other than the State of Vermont and the federal laws applicable to the State of Vermont. The opinions expressed herein are made as of the date of this opinion, and are limited to the laws of effect on the date of this opinion.

We are opining only as to the matters expressly set forth herein, and no opinion should be inferred as to any other matters. Furthermore, we express no opinion (i) as to any federal or state securities or blue sky laws, including without limitation, the securities laws of the State of Vermont; (ii)) as to the Vermont Guarantors' compliance with the certification and related requirements of 10 V.S.A. §§ 6605 and 6605f, including any regulations or interpretations adopted in connection with those statutory provisions; (iii) as to the tax good standing of the Vermont Guarantors in any jurisdiction, including without limitation, the State of Vermont; (iv) as to the permissibility of the method of the computation of interest made pursuant to the Transaction Documents; and (v) as to the permissibility of any charges made pursuant to the Transaction Documents. Additionally, we have, with your consent, assumed and relied to the extent we have deemed appropriate upon the following:

A) the accuracy and completeness of all certificates and other statements, documents, and records reviewed by us, and the accuracy and completeness of all representations, warranties, schedules, and exhibits contained in the Transaction Documents, with respect to the factual matters set forth therein; and

B) each Transaction Document (other than the Guarantees) constitutes the legal, valid, and binding obligation of each party thereto (other than the Vermont Guarantors) enforceable against such party in accordance with its terms.

With respect to paragraph 4 below, we have relied on the Officer's Certificate as to factual matters.

When an opinion set forth below states that it is given pursuant to "our actual knowledge," that knowledge is limited to the conscious awareness, as to the existence or absence of any facts that would contradict the opinions and statements so expressed, of the individual lawyers in the firm who have participated directly and substantively in the specific transactions to which this opinion relates and without any special or additional investigation undertaken for the purposes of this opinion. We have not undertaken any independent investigation, examination, or inquiry to determine the existence or absence of any facts (and have not caused the review of any court files or indices), and no inference as to our knowledge concerning any facts should be drawn as a result of the limited representation undertaken by us.

No specific assumption or qualification contained herein may be interpreted to restrict the generality of an assumption or qualification expressed in general terms that may include the subject matter of such specific assumption or qualification.

Based upon and subject to the foregoing, we are of the opinion that:

1. Each Vermont Guarantor has been duly organized and is validly existing and in good standing under the laws of the State of Vermont.

2. Each Vermont Guarantor has the corporate or limited liability company power, as the case may be, and authority to own, lease, and operate its properties and to conduct its business as described in the Registration Statement and to enter into and to perform its obligations under the Indenture, the Notes and the Guarantees (collectively, the "Transaction Documents").

3. The execution, delivery and performance of the Transaction Documents to which each Vermont Guarantor is a party has been duly authorized by all requisite corporate or limited liability company action by each Vermont Guarantor.

4. The Transaction Documents to which each Vermont Guarantor is a party have been duly executed and delivered by each Vermont Guarantor.

5. The execution and delivery of, and each Vermont Guarantor's performance of its obligations under, the Transaction Documents do not conflict with or breach any Vermont Guarantor's Articles of Incorporation, Articles of Organization, bylaws, limited liability company operating agreement, and do not violate the provisions of any law, rule, or regulation of the State of Vermont and, based solely on the Officer's Certificate and our actual knowledge, do not violate any administrative or court decree of the State of Vermont.

6. No consent, authorization, approval, license, permit or other action by, and no notice to or filing with, any Vermont governmental authority or judicial or regulatory body is required (or, if required, such consent, authorization, approval, license, permit, action, notice or filing has been duly made or obtained) for the due execution and delivery and performance of the obligations of each of the Vermont Guarantors under the Transaction Documents, or the consummation of the transactions contemplated thereby.

7. No taxes or other charges, including, without limitation, intangible or documentary stamp taxes, recording taxes, transfer taxes or similar charges, are payable to the State of Vermont on account of the execution and delivery by each of the Vermont Guarantors of the Transaction Documents or the creation of the indebtedness evidenced under the Transaction Documents.

****

We are opining only as to the matters expressly set forth herein, and no opinion should be inferred as to any other matters. This opinion is based upon currently existing statutes, rules, regulations, and judicial decisions of the State of Vermont. We assume no obligation to revise or supplement this opinion after the date hereof should the existing statutes, rules, regulations or judicial decisions of the State of Vermont be changed by legislative action, judicial decision or otherwise.

We hereby consent to the filing of this opinion with the Commission as an exhibit to the Company's Current Report on Form 8-K to be filed on or about February 13, 2015, which Form 8-K will be incorporated by reference into the Registration Statement and to the use of our name therein and in the related Base Prospectus, Preliminary Prospectus Supplement dated February 6, 2015, and Prospectus Supplement under the caption "Legal Matters." In giving the foregoing consents, we do not thereby admit that we come within the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission thereunder.

This opinion is being delivered to the addressee hereof solely in connection with the transactions outlined above. Wilmer Cutler Pickering Hale & Dorr LLP may rely upon this opinion for purposes of issuing its opinion dated the date hereof.

Very truly yours,

/s/ Paul Frank + Collins P.C.

PAUL FRANK + COLLINS P.C.

Exhibit 5.7

February 13, 2015

Casella Waste Systems, Inc.
25 Green Hill Lane
Rutland, VT 05701

Re: 7.75% Senior Subordinated Notes Due 2019

Ladies and Gentlemen:

This opinion is furnished to you in connection with (i) the Registration Statement on Form S-3 (File No. 333-200784) (the "Registration Statement") filed by Casella Waste Systems, Inc., a Delaware corporation (the "Company") and the guarantors listed therein (the "Guarantors"), with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Securities Act"), for the registration of, among other things, the Company's 7.75% Senior Subordinated Notes due 2019 (the "Senior Subordinated Notes") and the guarantees of the Senior Subordinated Notes by the Guarantors (the "Guarantees"), which may be issued from time to time on a delayed or continuous basis pursuant to Rule 415 under the Securities Act at an aggregate initial offering price not to exceed $250,000,000 as set forth in the Registration Statement and the prospectus contained therein (the "Base Prospectus); and (ii) the prospectus supplement, dated February 9, 2015 (the "Prospectus Supplement") relating to the issue and sale pursuant to the Registration Statement of $60,000,000 aggregate principal amount of Senior Subordinated Notes (the "Notes"). The Registration Statement was declared effective by the Commission on December 29, 2014.

The Notes are to be issued and sold by the Company pursuant to the Indenture, dated as of February 7, 2011, among the Company, the Guarantors party thereto and U.S. Bank National Association as trustee and duly qualified under the Trust Indenture Act, as amended or supplemented through the date hereof (the "Indenture") pursuant to an underwriting agreement, dated as of February 9, 2015 (the "Underwriting Agreement") among the Company and the several underwriters named in Schedule 1 thereto, for which Merrill Lynch, Pierce, Fenner & Smith Incorporated is acting as representative, which will be filed with the Commission as Exhibit 1.1 to the Company's Current Report on Form 8-K, dated February 13, 2015.

We are acting as special local counsel for the Guarantors listed on Exhibit A attached hereto (the "Maine Guarantors") in connection with the issue and sale by the Company of the Notes.

For purposes of giving the opinions hereinafter set forth, our examination of documents has been limited to the examination of originals or copies of the following:

(a) The Articles of Incorporation of each Maine Guarantor that is a corporation, as certified by the office of the Secretary of State of the State of Maine (the "Secretary of State"), on November 20, 2014 (the "Articles of Incorporation");

(b) The Bylaws of each Maine Guarantor that is a corporation as amended to date (as so amended, the "Bylaws");

(c) The unanimous written consent of the board of directors of each Maine Guarantor that is a corporation, dated as of January 30, 2015, relating to certain matters (the "Board Consents");

(d) The Articles of Organization and the Certificate of Formation of each Maine Guarantor that is a limited liability company, as certified by the Secretary of State on November 20, 2014 (the "Articles of Organization");

(e) The operating agreement of each Maine Guarantor that is a limited liability company, as amended to date (as so amended, the "Operating Agreements");

(f) The Certificate of Limited Partnership of each Maine Guarantor that is a limited partnership, as certified by the Secretary of State on November 20, 2014 (the "Partnership Certificates");

(g) The limited partnership agreement of each Maine Guarantor that is a limited partnership, as amended to date (as so amended, the "Partnership Agreements");

(h) The unanimous written consent of the members of each Maine Guarantor that is a limited liability company, dated as of January 30, 2015, relating to certain matters (the "Member Consents");

(i) The unanimous written consent of the general partner(s) of each Maine Guarantor that is a limited partnership, dated as of January 30, 2015, relating to certain matters (the "Partner Consents" and, together with the Board Consents and the Member Consents, the "Consents");

(j) The Indenture;

(k) The Guarantees;

(l) A Certificate of Good Standing for each Maine Guarantor, dated January 27, 2015, obtained from the Secretary of State (the "Certificates"); and

(m) the Notes.

For purposes of this opinion, we have not reviewed any documents other than the documents listed in paragraphs (a) through (m) above and the Certificate of Secretary of Applicable Subsidiaries relating to the Maine Guarantors and other direct or indirect subsidiaries of affiliates of Casella, dated February 13, 2015 (the "Secretary's Certificate"). In particular, we have not reviewed any document (other than the documents listed in paragraphs (a) through (m) above and the Secretary's Certificate) that is referred to in or incorporated by reference into the Registration Statement. We have assumed that there exists no provision in any document that we have not reviewed that is inconsistent with the opinions stated herein.

We have assumed (a) the authenticity and completeness of documents purporting to be originals (whether examined in original or copy form), the conformity to originals of documents

purporting to be photostatic copies of originals, and the genuineness of all signatures, (b) the accuracy and completeness of all statements contained in certificates of public officials, upon which we have relied in preparing this opinion, and (c) the completeness of all corporate, limited liability company or limited partnership records of the Maine Guarantors furnished to us, but which on their face appear to be complete.

In rendering the opinions set forth herein, we have also, with your approval, assumed the accuracy and completeness of all factual representations made by the parties in the Indenture and all statements of fact made to us by the Maine Guarantors. As to certain matters of fact, we have relied solely on factual representations by the Maine Guarantors, including the Secretary's Certificate, certifying as to the Consents, the Articles of Incorporation, the Bylaws, the Articles of Organization, the Operating Agreements, the Partnership Certificates, the Partnership Agreements and certain other matters, as specified therein, and our opinion is, therefore, as to such factual matters, based solely thereon. We have not undertaken any independent investigation to verify any matters of fact, representations or statements made to us.

This opinion is limited to the laws of the State of Maine, and we have not considered and express no opinion on the laws of any other jurisdiction, including federal Laws and rules and regulations relating thereto. Our opinions are rendered only with respect to Maine laws and rules, regulations and orders thereunder that are currently in effect. Without limiting in any way the right of Wilmer Cutler Pickering Hale & Dorr LLP to rely on this opinion as provided below, the opinions below are not intended to, and do not, address the enforceability as against the Maine Guarantors of any obligation contained in or arising under the Indenture or the Guarantees.

Our opinion expressed in paragraph 1 below as to the due organization, valid existence and good standing of the Maine Guarantors in the State of Maine is based solely upon the Certificates, is rendered as of the date of such Certificates, and is limited accordingly. We render no opinion as to the tax good standing of any of the Maine Guarantors in any jurisdiction.

Based upon the foregoing, and upon our examination of such questions of law and statutes of the State of Maine as we have considered necessary or appropriate, and subject to the assumptions, qualifications, limitations and exceptions set forth herein, we are of the opinion that:

1. Each Maine Guarantor has been duly organized and is validly existing as a corporation, limited liability company or limited partnership, as the case may be, in good standing under the laws of the State of Maine.

2. Each Maine Guarantor has corporate, limited liability company or limited partnership (as the case may be) power and authority to enter into and perform its obligations under the Guarantees.

3. The execution, delivery and performance of the Guarantees have been duly authorized pursuant to the Indenture by all requisite corporate, limited liability company or limited partnership (as the case may be) action and have been duly executed and delivered by each Maine Guarantor.

4. The execution and delivery of, and each Maine Guarantor's performance of its obligations under, the Guarantees do not conflict with or breach any Maine Guarantor's Articles of Incorporation, Articles of Organization, Bylaws, Operating Agreement, Partnership Certificate or Partnership Agreement, as applicable, and do not violate the provisions of any law, rule, regulation or, to our knowledge, any administrative or court decree of the State of Maine.

5. No consent, authorization, approval, license, permit or other action by, and no notice to or filing with, any Maine governmental authority or judicial or regulatory body is required (or, if required, such consent, authorization, approval, license, permit, action, notice or filing has been duly made or obtained) for the due execution and delivery and performance of the obligations of each Maine Guarantor under the Guarantees or the consummation of the transactions contemplated thereby.

This opinion is subject to the following assumptions, exceptions and qualifications:

The opinions expressed and the statements made herein are expressed and made as of the time of issuance of the Guarantees on the date hereof and we assume no obligation to advise you of changes in law, fact or other circumstances (or the effect thereof on such opinions or statements) that may come to our attention after such time.

We hereby consent to the filing of this opinion with the Commission as an exhibit to the Company's Current Report on Form 8-K to be filed with the Commission on or about February 13, 2015, which Form 8-K will be incorporated by reference into the Registration Statement and to the use of our name therein and in the related Base Prospectus, Preliminary Prospectus Supplement dated February 6, 2015 and Prospectus Supplement under the caption "Legal Matters."

In giving the foregoing consents, we do not thereby admit that we come within the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission thereunder.

This opinion is being delivered to the addressee hereof solely in connection with the transactions outlined above. Notwithstanding the foregoing, Wilmer Cutler Pickering Hale & Dorr LLP may rely upon this opinion for purposes of issuing its opinion filed as Exhibit 5.1 to the Company's Form 8-K filed on February 13, 2015 with respect to the enforceability, legality and validity of the Guarantees.

Very truly yours,

PIERCE ATWOOD LLP

/s/ David J. Champoux
By: A Partner

EXHIBIT A

The Maine Guarantors

• KTI Bio Fuels, Inc.	Maine corporation
• KTI Specialty Waste Services, Inc.	Maine corporation
• New England Waste Services of ME, Inc.	Maine corporation
• Pine Tree Waste, Inc.	Maine corporation
• NEWSME Landfill Operations LLC	Maine limited liability company
• Maine Energy Recovery Company, Limited Partnership	Maine limited partnership
• Casella Recycling, LLC	Maine limited liability company
• Blow Bros.	Maine corporation

Exhibit 99.1

Casella Waste Systems, Inc. Announces Pricing of Notes Offering

RUTLAND, VERMONT (February 9, 2015)—Casella Waste Systems, Inc. (NASDAQ: CWST) (the "Company"), a regional solid waste, recycling and resource management services company, announced today the pricing of its previously announced underwritten public offering (the "Notes Offering") of $60.0 million aggregate principal amount of its 7.75% senior subordinated notes due 2019 (the "Notes") at an issue price of 99.25%, less the amount of interest that would have accrued from the settlement date to February 15, 2015.

The Notes are being offered as additional notes under an indenture, dated as of February 7, 2011, pursuant to which the Company previously issued $325.0 million aggregate principal amount of 7.75% senior subordinated notes due 2019. Commencing on or about February 17, 2015, the Notes will have the same CUSIP numbers as the previously issued notes. The Notes will pay interest on a semi-annual basis, commencing August 15, 2015.

The Company estimates that the net proceeds from the Notes Offering, after deducting underwriting discounts and commissions and estimated offering expenses payable by the Company, will be approximately $57.3 million. The Company intends to use the net proceeds from the Notes Offering, together with initial borrowings under the new senior secured asset-based revolving credit and letter of credit facility that the Company expects to enter into following the closing of the Notes Offering (the "ABL Facility"), to refinance the Company's existing senior revolving credit and letter of credit facility (the "Current Senior Credit Facility"). Prior to the effectiveness of the ABL Facility, the Company intends to apply the net proceeds from the Notes Offering to reduce borrowings under the Current Senior Credit Facility. The closing of the Notes Offering is not contingent upon the effectiveness of the ABL Facility, and the Company cannot assure that the ABL Facility will become effective or, if it becomes effective, on what terms. The effectiveness of the ABL Facility is expected to be contingent upon the closing of the Notes Offering.

The Notes Offering is expected to close on or about February 13, 2015, subject to the satisfaction of customary closing conditions.

BofA Merrill Lynch and J.P. Morgan are acting as joint book-running managers and Comerica Securities and Raymond James are acting as co-managers for the Notes Offering.

A shelf registration statement on Form S-3 (File No. 333-200784) relating to the public offering of the Notes described above was filed with the Securities and Exchange Commission (SEC) and is effective. A preliminary prospectus supplement relating to the Notes Offering has been filed with the SEC and is available on the SEC's website located at www.sec.gov. Copies of the preliminary prospectus supplement and accompanying prospectus may be obtained from BofA Merrill Lynch, 222 Broadway, 7th Floor, New York, New York 10038, Attention: Prospectus Department or email dg.prospectus_requests@baml.com, or from J.P. Morgan Securities LLC, c/o Broadridge Financial Solutions, 1155 Long Island Avenue, Edgewood, New York, 11717, telephone: (866) 803-9204.

This press release shall not constitute an offer to sell or the solicitation of an offer to buy the Notes, nor shall there be any sale of the Notes in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of any such jurisdiction.

About Casella Waste Systems, Inc.

Casella Waste Systems, Inc., headquartered in Rutland, Vermont, provides solid waste management services consisting of collection, transfer, disposal, and recycling services in the Northeastern United States.

Safe Harbor Statement

Certain of the matters discussed in this press release are "forward-looking statements," including, among others, relating to our expectations regarding the completion of the proposed public offering, the effectiveness of the proposed credit facility and the anticipated use of proceeds from the proposed public offering, intended to qualify for the safe harbors from liability established by the Private Securities Litigation Reform Act of 1995. These forward-looking statements can generally be identified as such by the context of the statements, including words such as the Company "anticipates," "will," "intends," "expects", "plans", "estimates" and other similar

expressions. All of these forward-looking statements are based on current expectations and estimates and management's beliefs and assumptions. The Company cannot guarantee that the events described herein will occur on the terms disclosed in the forward-looking statements or at all. Such forward-looking statements involve a number of risks and uncertainties, including, among other things, risks and uncertainties relating to the satisfaction of customary closing conditions related to the proposed public offering and the proposed credit facility, and the impact of general economic, industry or political conditions in the United States or internationally. There can be no assurance that we will be able to complete the proposed offering or the other transactions described herein on the anticipated terms, or at all. Additional risks and uncertainties relating to the proposed offering, the Company and our business are discussed in the prospectus supplement related to the proposed offering filed with the SEC on or about the date hereof and in other filings that we periodically make with the SEC. In addition, the forward-looking statements included in this press release represent our views as of the date of this press release. The Company expressly disclaims any obligation to update such statements to reflect change in its expectations whether as a result of new information, future events or otherwise, except as required. These forward-looking statements should not be relied upon as representing our views as of any date subsequent to the date of this press release.

Contact:
Ned Coletta
Senior Vice President and Chief Financial Officer
(802) 772-2239