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As filed with the Securities and Exchange Commission on December 3, 2012

Registration No. 333-184735

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

Amendment No. 1
to
FORM S-4
REGISTRATION STATEMENT

UNDER
THE SECURITIES ACT OF 1933

CASELLA WASTE SYSTEMS, INC.

(Exact name of registrant as specified in its charter)

Delaware	4953	03-0338873
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification Number)

Casella Waste Systems, Inc.
25 Greens Hill Lane
Rutland, Vermont 05701
(802) 772-0325
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

SEE TABLE OF ADDITIONAL REGISTRANTS

John W. Casella
Chairman and Chief Executive Officer
Casella Waste Systems, Inc.
25 Greens Hill Lane
Rutland, Vermont 05701
(802) 772-0325
(Name, address, including zip code, and telephone number, including area code, of agent for service)

With a copy to:
Jeffrey A. Stein, Esq.
Wilmer Cutler Pickering Hale & Dorr LLP
60 State Street
Boston, MA 02109
(617) 526-6000

Approximate date of commencement of proposed sale to the public: As soon as practicable after this registration statement becomes effective.

If the securities being registered on this Form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box. ☐

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer	☐	Accelerated filer	☒
Non-accelerated filer	☐ (Do not check if a smaller reporting company)	Smaller reporting company	☐

The Registrants hereby amend this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrants shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act or until the Registration Statement shall become effective on such date as the Securities and Commission acting pursuant to said Section 8(a), may determine.

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TABLE OF ADDITIONAL REGISTRANTS

The following subsidiaries of Casella Waste Systems, Inc. are Registrant Guarantors:

Exact Name of Registrant Guarantor as specified in its Charter	State or Other Jurisdiction of Incorporation or Organization	Primary Standard Industrial Classification Number	I.R.S. Employer Identification Number
All Cycle Waste, Inc.	Vermont	4953	03-0343753
Atlantic Coast Fibers, Inc.	Delaware	4953	22-3507048
B. and C. Sanitation Corporation	New York	4953	16-1329345
Bristol Waste Management, Inc.	Vermont	4953	03-0326084
C.V. Landfill, Inc.	Vermont	4953	03-0289078
Casella Albany Renewables, LLC	Delaware	4953	37-1573963
Casella Major Account Services, LLC	Vermont	4953	30-0297037
Casella Recycling, LLC	Maine	4953	01-0203130
Casella Renewable Systems, LLC	Delaware	4953	51-0636932
Casella Transportation, Inc.	Vermont	4953	03-0357441
Casella Waste Management of Massachusetts, Inc.	Massachusetts	4953	03-0364282
Casella Waste Management of N.Y., Inc.	New York	4953	14-1794819
Casella Waste Management of Pennsylvania, Inc.	Pennsylvania	4953	12-2876596
Casella Waste Management, Inc.	Vermont	4953	03-0272349
Casella Waste Services of Ontario LLC	New York	4953	06-1725553
Chemung Landfill LLC	New York	4953	13-4311132
Colebrook Landfill LLC	New Hampshire	4953	11-3760998
CWM All Waste LLC	New Hampshire	4953	54-2108293
Forest Acquisitions, Inc.	New Hampshire	4953	02-0479340
Grasslands Inc.	New York	4953	14-1782074
GroundCo LLC	New York	4953	57-1197475
Hakes C & D Disposal, Inc.	New York	4953	16-0431613
Hardwick Landfill, Inc.	Massachusetts	4953	04-3157789
Hiram Hollow Regeneration Corp.	New York	4953	14-1738989
KTI Bio Fuels, Inc.	Maine	4953	22-2520171
KTI Environmental Group, Inc.	New Jersey	4953	22-2427727
KTI New Jersey Fibers, Inc.	Delaware	4953	22-3601504
KTI Operations, Inc.	Delaware	4953	22-2908946
KTI Specialty Waste Services, Inc.	Maine	4953	22-3375082
KTI, Inc.	New Jersey	4953	22-2665282
Maine Energy Recovery Company, Limited Partnership	Maine	4953	22-2493823
New England Waste Services of Massachusetts, Inc.	Massachusetts	4953	04-3489747
New England Waste Services of ME, Inc.	Maine	4953	01-0329311
New England Waste Services of N.Y., Inc.	New York	4953	14-1794820
New England Waste Services of Vermont, Inc.	Vermont	4953	03-0343930
New England Waste Services, Inc.	Vermont	4953	03-0338865
Newbury Waste Management, Inc.	Vermont	4953	03-0316201
NEWS of Worcester LLC	Massachusetts	4953	20-1970539
NEWSME Landfill Operations LLC	Maine	4953	20-0735025
North Country Environmental Services, Inc.	Virginia	4953	54-1496372
Northern Properties Corporation of Plattsburgh	New York	4953	14-1713791
Pine Tree Waste, Inc.	Maine	4953	01-0513956
ReSource Waste Systems, Inc.	Massachusetts	4953	04-3333859
Schultz Landfill, Inc.	New York	4953	16-1550413
Southbridge Recycling & Disposal Park, Inc.	Massachusetts	4953	04-2964541
Sunderland Waste Management, Inc.	Vermont	4953	03-0326083
The Hyland Facility Associates	New York	4953	16-1347028
U.S. Fiber, LLC	North Carolina	4953	56-2026037
Waste-Stream Inc.	New York	4953	14-1488894
Winters Brothers, Inc.	Vermont	4953	03-0351118

The address, including zip code, and telephone number, including area code, of the principal executive office of each Registrant Guarantor listed above are the same as those of Casella Waste Systems, Inc.

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The information in this prospectus is not complete and may be changed. These securities may not be sold until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities and we are not soliciting an offer to buy these securities in any jurisdiction where the offer or sale is not permitted.

SUBJECT TO COMPLETION, DATED DECEMBER 3, 2012

PRELIMINARY PROSPECTUS

Casella Waste Systems, Inc.

Offer to Exchange

Up to $128,035,000 7.75% Senior Subordinated Notes due 2019 that have been registered under the Securities Act of 1933

and

Guarantees of 7.75% Senior Subordinated Notes due 2019 by Casella Waste Systems, Inc. and Certain of its Subsidiaries

for

Any and all outstanding unregistered 7.75% Senior Subordinated Notes due 2019

Terms of the Exchange Offer

- We are offering $128,035,000 in aggregate principal amount of new 7.75% Senior Subordinated Notes due 2019 (the "new notes") in exchange for an equal amount of outstanding 7.75% Senior Subordinated Notes due 2019 (the "old notes," and together with the new notes, the "notes")
- The exchange offer expires at 5:00 p.m., New York City time, on , 2013, which is 20 business days after the commencement of the exchange offer, unless extended.
- You may withdraw tendered old notes at any time prior to the expiration of the exchange offer.
- All old notes that are validly tendered and not validly withdrawn prior to the expiration of the exchange offer will be exchanged for new notes.
- The exchange of old notes for new notes should not be a taxable event for U.S. federal income tax purposes.
- We will not receive any proceeds from the exchange offer.
- The terms of the new notes to be issued in the exchange offer are substantially the same as the terms of the old notes, except that the offer of the new notes is registered under the Securities Act of 1933, as amended (the "Securities Act"), and the new notes have no transfer restrictions, rights to additional interest or registration rights.
- The new notes will not be listed on any securities exchange. A public market for the new notes may not develop, which could make selling the new notes difficult.
- Our obligations under the notes will be fully and unconditionally guaranteed, jointly and severally, on a senior subordinated basis by certain of our existing and future subsidiaries. The guarantees will be subject to customary release provisions, as described herein. See "Description of the Notes."

Each broker-dealer that receives new notes for its own account pursuant to the exchange offer must acknowledge that it will deliver a prospectus in connection with any resale of such new notes. The letter of transmittal accompanying this prospectus states that by so acknowledging and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act. This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of new notes received in exchange for old notes where such old notes were acquired by such broker-dealer as a result of market-making activities or other trading activities. Starting on the expiration date (as defined herein) and ending on the close of business 180 days after the expiration date, we will make this prospectus available to any broker-dealer for use in connection with any such resale. See "Plan of Distribution."

Investing in the new notes to be issued in the exchange offer involves certain risks. See "Risk Factors" beginning on page 11.

We are not making an offer to exchange new notes for old notes in any jurisdiction where the offer is not permitted.

Neither the Securities and Exchange Commission (the "SEC") nor any state securities commission has approved or disapproved of these securities or passed upon the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.

The date of this prospectus is , .

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We have not authorized anyone to give any information or make any representation about the exchange offer that is different from, or in addition to, that contained in this prospectus, the related registration statement or in any of the materials that we have incorporated by reference into this prospectus. Therefore, if anyone does give you information of this type, you should not rely on it. This exchange offer is not being made to, nor will we accept surrenders for exchange from, holders of old notes in any jurisdiction in which this exchange offer or the acceptance thereof would not be in compliance with the securities or blue sky laws of such jurisdiction. The information contained in this document speaks only as of the date of this document unless the information specifically indicates that another date applies.

WHERE YOU CAN FIND MORE INFORMATION AND INCORPORATION BY REFERENCE

We have filed with the SEC a registration statement on Form S-4 with respect to the issuance of the new notes. This prospectus, which forms part of the registration statement, does not contain all of the information included in that registration statement. For further information about us and about the new notes, you should refer to the registration statement and its exhibits.

We file annual, quarterly and current reports, proxy statements and other information with the SEC under the Securities Exchange Act of 1934, as amended (the "Exchange Act"). The public may read and copy any materials that we file with the SEC at the SEC's Public Reference Room at 100 F Street, NE, Washington, D.C. 20549. The public may obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330. Also, the SEC maintains a website that contains reports, proxy and information statements and other information that issuers, including Casella Waste Systems, Inc., file electronically with the SEC. The public can obtain any documents that we file with the SEC, including the registration statement on Form S-4, at *www.sec.gov*.

We also make available free of charge on or through our own website at *www.casella.com* our Annual Report on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K and, if applicable, amendments to those reports filed or furnished pursuant to Section 13(a) of the Exchange Act as soon as reasonably practicable after we electronically file such material with, or furnish it to, the SEC. We make our website content available for information purposes only. It should not be relied upon for investment purposes, nor is it incorporated by reference into this prospectus.

This prospectus incorporates by reference the documents listed below and any future filings we make with the SEC under Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act (in each case, other than those documents or the portions of those documents not deemed to be filed) between the date of the initial registration statement and the effectiveness of the registration statement and following the effectiveness of the registration statement until the offering of the securities under the registration statement is terminated or completed:

- Our Annual Report on Form 10-K for the fiscal year ended April 30, 2012, which was filed with the SEC on June 28, 2012;
- the portions of our definitive proxy statement on Schedule 14A, which was filed with the SEC on August 27, 2012, that were incorporated by reference into our Annual Report on Form 10-K for the fiscal year ended April 30, 2012;
- our Quarterly Report on Form 10-Q for the quarterly period ended July 31, 2012, which was filed with the SEC on August 30, 2012; and
- our current reports on Form 8-K, which were filed with the SEC on May 2, 2012, June 27, 2012 (relating to Item 5.02), September 24, 2012, September 28, 2012, October 3, 2012, October 9, 2012 and October 10, 2012.

We also incorporate by reference any filings we make with the SEC under Section 13(a), 13(c), 14 or 15(d) of the Exchange Act after the date of this prospectus and prior to the time that the exchange offer ends. The information incorporated by reference, as updated, is an important part of this prospectus. Information which is deemed to be furnished to, rather than filed with, the SEC shall not be incorporated by reference.

Any statement contained in a document incorporated or deemed to be incorporated by reference into this prospectus will be deemed to be modified or superseded for purposes of this prospectus to the extent that a statement contained in this prospectus or in any other subsequently filed document that also is or is deemed to be incorporated by reference into this prospectus conflicts with, negates, modifies or supersedes that statement. Any statement that is modified or superseded will not constitute a part of this prospectus, except as modified or superseded.

Paper copies of the filings referred to above (other than exhibits, unless the exhibit is specifically incorporated by reference into the filing requested) may be obtained free of charge by writing to us care of our Investor Relations Department at our principal executive office located at 25 Greens Hill Lane, Rutland, Vermont 05701.

To obtain timely delivery of any copies of filings requested, please write or call us no later than five business days before the expiration date of the exchange offer.

SPECIAL NOTE ABOUT FORWARD-LOOKING STATEMENTS

This prospectus and the information incorporated by reference in this prospectus include "forward-looking statements", including statements relating to:

- the successful completion of this exchange offer;
- expected future revenues, operations, expenditures and cash needs;
- fluctuations in the commodity pricing of our recyclables, increases in landfill tipping fees and fuel costs and general economic and weather conditions;
- projected future obligations related to capping, closure and post-closure costs of our existing landfills and any disposal facilities which we may own or operate in the future;
- our ability to use our net operating losses and tax positions;
- the projected development of additional disposal capacity or expectations regarding permits of existing capacity;
- the recoverability or impairment of any of our assets or goodwill;
- estimates of the potential markets for our products and services, including the anticipated drivers for future growth;
- sales and marketing plans or price and volume assumptions;
- the outcome of any legal or regulatory matter;
- potential business combinations or divestitures; and
- projected improvements to our infrastructure and impact of such improvements on our business and operations.

In addition, any statements contained in or incorporated by reference into this prospectus that are not statements of historical fact should be considered forward-looking statements. You can identify these forward-looking statements by the use of the words "believes", "expects", "anticipates", "plans", "may", "will", "would", "intends", "estimates", "seeks", "targets", "goals", "strategy" and other similar expressions, whether in the negative or affirmative. These forward-looking statements are based on current expectations, estimates, forecasts and projections about the industry and markets in which we operate, as well as the successful completion of this exchange offer and management's beliefs and assumptions, and should be read in conjunction with our consolidated financial statements and the notes to the consolidated financial statements incorporated by reference in this prospectus. We cannot guarantee that we actually will achieve the plans, intentions or expectations disclosed in the forward-looking statements made. The occurrence of the events described, and the achievement of the expected results, depend on many events, some or all of which are not predictable or within our control. Actual results may differ materially from those set forth in forward-looking statements.

Factors that may cause actual results to differ from those contained in forward-looking statements include, among others:

- our outstanding indebtedness and borrowing costs and other repayment obligations, which restrict our future operations, including our ability to make future acquisitions;
- the impact of the economic environment on our operating performance and financial position and on our ability to comply with certain covenants contained in our debt agreements;
- the effects of substantial competition, including on our ability to maintain our operating margins;

- the waste management industry is undergoing fundamental change as traditional waste streams are increasingly being viewed as renewable resources, which may adversely impact volumes and tipping fees at our landfills;
- the impact of environmental and other regulations and litigation on our business, including the ability to attain, extend or modify permits and the impact of remediation charges;
- the impact of changing prices or market requirements for recyclable materials;
- the geographic concentration of our operations;
- the possibility that we have not adequately accrued for capping, closure and post-closure costs related to our landfills, or the timing of these expenditures;
- the fluctuations in fuel costs;
- our ability to obtain third party financial assurances to secure our contractual obligations;
- the seasonality of our revenues;
- our ability to sell, divest or otherwise monetize assets and obtain fair value for such assets;
- our ability to make successful acquisitions and to integrate acquired businesses and assets with our existing operations;
- efforts by labor unions to organize our employees and the resulting diversion of management attention and increased operating expenses or disputes which may arise under existing collective bargaining agreements;
- risks related to the concentration of voting power of our shares;
- risks related to the notes and to debt securities generally;
- the price of our common stock, which may impact our ability to access equity capital or to use our equity to finance acquisitions; and
- the other risks described in this prospectus under the caption “Risk Factors.”

All future written and verbal forward-looking statements attributable to us or any person acting on our behalf are expressly qualified in their entirety by the cautionary statements contained or referred to in this section. We specifically disclaim any obligation, to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise. In light of these risks, uncertainties and assumptions, the forward-looking events discussed in this prospectus might not occur.

See the section entitled “Risk Factors” for a more complete discussion of these risks and uncertainties and for other risks and uncertainties that impact our business and the notes. These factors and the other risk factors described in this prospectus are not necessarily all of the important factors that could cause actual results to differ materially from those expressed in any of our forward-looking statements. Other unknown or unpredictable factors or factors currently considered immaterial also could harm our results. Consequently, there can be no assurance that the actual results or developments anticipated by us will be realized or, even if substantially realized, that they will have the expected consequences to, or effects on, us. Given these uncertainties, prospective investors are cautioned not to place undue reliance on such forward-looking statements.

SUMMARY

The following summary highlights information contained elsewhere in this prospectus. It may not contain all of the information that you should consider before exchanging your old notes for new notes in this exchange offer. For a more complete discussion of the information you should consider before participating in this exchange offer, you should carefully read this entire prospectus, including "Risk Factors," and the documents incorporated by reference herein.

Unless otherwise indicated or required by the context, the terms "we," "our," "us" and the "Company" refer to Casella Waste Systems, Inc. and all of its subsidiaries that are consolidated under generally accepted accounting principles in the United States, or GAAP. Each of our fiscal years 2010, 2011 and 2012 ended on April 30 of that year. When we refer to a year, we are referring to the fiscal year ended on April 30 of that respective year.

Our Company

Founded in 1975 with a single truck, Casella Waste Systems, Inc. is a vertically-integrated solid waste, recycling and resource management services company. We provide resource management expertise and services to residential, commercial, municipal and industrial customers, primarily in the areas of solid waste collection, transfer, disposal, recycling and organics services. We operate in six states—Vermont, New Hampshire, New York, Massachusetts, Maine and Pennsylvania, with our headquarters located in Rutland, Vermont. We manage our solid waste operations on a geographic basis through two regional operating segments, the Eastern and Western regions, each of which includes a full range of solid waste services, and our larger-scale recycling operations and commodity brokerage operations through our Recycling segment. Our Other segment includes ancillary operations, major customer accounts, discontinued operations and earnings from equity method investees.

As of August 20, 2012, we owned and/or operated 32 solid waste collection operations, 31 transfer stations, 17 recycling facilities, nine Subtitle D landfills, four landfill gas-to-energy facilities and one landfill permitted to accept construction and demolition materials. We also own and operate Maine Energy, our only waste-to-energy facility, which we are in the process of divesting. In addition to our primary operations, we also hold interests in related operations as follows: we hold a 51% economic interest and a 50% voting interest in Casella-Altela Regional Environmental Services, LLC, a joint venture that develops, owns and operates water and leachate treatment projects for the natural gas drilling industry in Pennsylvania and New York; a 50% membership interest in US GreenFiber LLC, which manufactures markets and sells cellulose insulation made from recycled fiber; a 50% membership interest in Tompkins County Recycling LLC, a joint venture that operates a material recovery facility in Tompkins County, NY; an 11.9% membership interest in AGreen, a joint venture that brings advanced nutrient management, renewable energy and water technologies to small and medium sized farms; a 6.2% ownership interest RecycleRewards, Inc., a company that markets an incentive based recycling service; a 6.3% ownership interest in GreenerU, Inc., a company that delivers energy and sustainability solutions to the college, university and preparatory school market; and a 19.9% interest in Evergreen National Indemnity Company, a surety company which provides surety bonds to secure contractual performance for municipal solid waste collection contracts and landfill closure and post-closure obligations.

Corporate Information

Casella Waste Systems, Inc. is a Delaware corporation. Our executive offices are located at 25 Greens Hill Lane, Rutland, Vermont 05701, and our telephone number at that location is (802) 775-0325. Our website address is *www.casella.com*. The information on our website is not a part of this prospectus.

	Summary of the Exchange Offer
Background	On October 9, 2012, we issued $125,000,000 aggregate principal amount of old notes in an unregistered offering. In connection with that offering, we entered into a registration rights agreement in which we agreed, among other things, to complete this exchange offer. In addition, on February 11, 2011, we issued $200,000,000 aggregate principal amount of old notes in an unregistered offering, of which $3,035,000 aggregate principal amount of unregistered notes are outstanding. Under the terms of this exchange offer, the holders of old notes (including the $3,035,000 aggregate principal amount of unregistered old notes issued on February 11, 2011 that are outstanding) are entitled to exchange old notes for new notes evidencing the same indebtedness and with substantially similar terms as the corresponding series of old notes. You should read the discussion under the heading "Description of Notes" for further information regarding the new notes.
The Exchange Offer	We are offering to exchange a like amount of new notes for old notes validly tendered and accepted. We will not pay any accrued and unpaid interest on the old notes that we acquire in the exchange offer. Instead, interest on the new notes will accrue from the most recent date to which interest has been paid on the old notes. Any old notes not exchanged will remain outstanding and continue to accrue interest according to their terms. As of the date of this prospectus, approximately $128,035,000 aggregate principal amount of the old notes are outstanding.
Denominations of New Notes	Tendering holders of old notes must tender old notes in minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof. New notes will be issued in minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof.
Expiration Date	The exchange offer will expire at 5:00 p.m., New York City time, on , 2013, unless we extend or terminate the exchange offer, in which case "expiration date" will mean the latest date and time to which we extend the exchange offer.
Settlement Date	The settlement date of the exchange offer will be promptly after the expiration date of the exchange offer.
Withdrawal of Tenders	Tenders of old notes may be withdrawn at any time prior to the expiration date.
Conditions to the Exchange Offer	Our obligation to consummate the exchange offer is subject to certain customary conditions, which we may assert or waive. See "Description of the Exchange Offer—Conditions to the Exchange Offer."

Procedures for Tendering	To participate in the exchange offer, you may follow the automatic tender offer program ("ATOP"), procedures established by The Depository Trust Company ("DTC"), for tendering old notes held in book-entry form. The ATOP procedures require that the exchange agent receive, prior to the expiration date of the exchange offer, a computer-generated message known as an "agent's message" that is transmitted through ATOP and that DTC confirms that: • DTC has received instructions to exchange your old notes; and • you agree to be bound by the terms of the letter of transmittal. For more details, please read "Description of the Exchange Offer—Terms of the Exchange Offer" and "Description of the Exchange Offer—Procedures for Tendering." If you elect to have old notes exchanged pursuant to this exchange offer, you must properly tender your old notes prior to 5:00 p.m., New York City time, on the expiration date. All old notes validly tendered and not properly withdrawn will be accepted for exchange. Old notes may be exchanged only in minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof.
Consequences of Failure to Exchange	If we complete the exchange offer and you do not participate in it, then: • your old notes will continue to be subject to the existing restrictions upon their transfer; • we will have no further obligation to provide for the registration of those old notes under the Securities Act except under certain limited circumstances; and • the liquidity of the market for your old notes could be adversely affected.
Taxation	The exchange pursuant to the exchange offer should not be a taxable event for U.S. federal income tax purposes. See "Material U.S. Federal Income Tax Considerations" in this prospectus.
Use of Proceeds	We will not receive any cash proceeds from the issuance of the new notes in this exchange offer.
Exchange Agent	U.S. Bank National Association is the exchange agent for the exchange offer.
Regulatory Approvals	Other than the federal securities laws, there are no federal or state regulatory requirements that we must comply with and there are no approvals that we must obtain in connection with the exchange offer.
Absence of Dissenters' Rights	Holders of the old notes do not have any appraisal or dissenters' rights in connection with the exchange offer.

Summary of the New Notes

The new notes will be substantially the same as the old notes, except that the new notes will be registered under the Securities Act and will not have restrictions on transfer, rights to additional interest or registration rights. The new notes will evidence the same debt as the old notes, and the same indenture will govern the new notes and the old notes. We sometimes refer to the new notes and the old notes collectively as the "notes."

The following summary contains basic information about the new notes and is not intended to be complete. It does not contain all the information that may be important to you. For a more complete understanding of the new notes, please read "Description of Notes."

Issuer	Casella Waste Systems, Inc.
New Notes Offered	$128,035,000 aggregate principal amount of 7.75% senior subordinated notes due 2019.
Interest	Interest on the notes accrues at a rate of 7.75% per annum. Interest on the notes is payable semi-annually in cash in arrears on February 15 and August 15 of each year. Because August 15, 2012 was an interest payment date for the old notes, the first interest payment date for the new notes will be February 15, 2013, and interest will begin to accrue on the new notes from August 15, 2012, the last interest payment date.
Maturity Date	February 15, 2019.
Ranking	The notes and the guarantees are the Company's and the guarantors' general unsecured senior subordinated obligations and: • are subordinated in right of payment to the Company's and the guarantors' existing and future senior indebtedness, including the Company's existing senior secured first lien credit facility (the "Senior Credit Facility") and the Company's $72.7 million aggregate principal amount of 11% senior second lien notes due 2014 (the "Second Lien Notes") that were outstanding as of October 10, 2012; • rank *pari passu* in right of payment with any of the Company's and the guarantors' existing and future senior subordinated indebtedness; • are effectively subordinated to all of the liabilities of the Company's subsidiaries that are not guaranteeing the notes; and • rank senior in right of payment to any of the Company's and the guarantors' future indebtedness that expressly provides that it is junior in right of payment to the notes.
Guarantees	The new notes will be unconditionally guaranteed, jointly and severally, on a senior subordinated basis by our subsidiaries that guarantee our indebtedness under our Senior Credit Facility, subject

	to certain customary release provisions. Certain of our subsidiaries are considered immaterial subsidiaries under these facilities and will not guarantee the new notes. Subject to certain exceptions, if we create or acquire a new wholly owned domestic subsidiary that guarantees our debt or debt of a guarantor, it will guarantee the exchange notes unless we designate the subsidiary an "unrestricted subsidiary" under the indenture. The Guarantees are also subject to release upon the occurrence of certain events. See "Description of the Notes—Subsidiary Guarantees."
Form and Denomination	The new notes will be issued in fully-registered form. The new notes will be represented by one or more global notes, deposited with the trustee as custodian for DTC and registered in the name of Cede & Co., DTC's nominee. Beneficial interests in the global notes will be shown on, and any transfers will be effective only through, records maintained by DTC and its participants. The new notes will be issued in minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof.
Optional Redemption	On or after February 15, 2015, we may redeem some or all of the notes at any time at the redemption prices described under "Description of the Notes—Optional Redemption" plus accrued and unpaid interest, if any, to the redemption date. In addition, we may redeem up to 35% of the aggregate principal amount of the notes before February 15, 2014 with the proceeds of certain equity offerings at a redemption price of 107.750% of the principal amount plus accrued and unpaid interest, if any, to the redemption date. We 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.
Purchase of New Notes Upon a Change of Control	If we experience certain kinds of changes of control, we must offer to purchase the notes at 101% of their principal amount, plus accrued and unpaid interest. For more details, see "Description of the Notes—Repurchase at the Option of Holders—Change of Control."
Mandatory Offer to Repurchase Following Certain Asset Sales	If we sell certain assets, under certain circumstances we must offer to repurchase the notes at the prices listed under "Description of the Notes—Repurchase at the Option of Holders—Asset Sales."
Absence of an Established Market for the Notes	The new notes will be new securities for which no market currently exists and we cannot assure you that any public market for the new notes will develop or be sustained.
Listing	We do not intend to list the new notes on any securities exchange.

Governing Law	New York.
Book-Entry Depository	DTC.
Trustee	U.S. Bank National Association.
Risk Factors	You should refer to the section entitled “Risk Factors” beginning on page 11 for a discussion of material risks you should carefully consider before deciding to invest in the new notes.

RISK FACTORS

Participating in the exchange offer and investing in the new notes involves various risks, including the risks described below. You should carefully consider the following risks and the other information contained in this prospectus and the documents incorporated by reference before investing in the new notes. In addition to the risks described below, our business is subject to risks that affect many other companies, such as competition, technological obsolescence, labor relations, general economic conditions, geopolitical events and international operations. Additional risks not currently known to us or that we currently believe are immaterial also may impair our business, financial condition, results of operations and cash flows.

Risks Related to the Exchange Offer and the Notes

If you fail to exchange your old notes, they will continue to be restricted securities and may become less liquid.

Old notes that you do not tender or we do not accept will, following the exchange offer, continue to be restricted securities. You may not offer or sell untendered old notes except pursuant to an exemption from, or in a transaction not subject to, the Securities Act and applicable state securities laws. We will issue new notes in exchange for the old notes pursuant to the exchange offer only following the satisfaction of procedures and conditions described elsewhere in this prospectus. These procedures and conditions include timely receipt by the exchange agent of the old notes and of a properly completed and duly executed letter of transmittal.

Any old note tendered and exchanged in the exchange offer will reduce the aggregate principal amount of the old notes outstanding. Following the exchange offer, if you did not tender your old notes you generally will not have any further registration rights and your old notes will continue to be subject to transfer restrictions. Because we anticipate that most holders of old notes will elect to exchange their old notes, we expect that the liquidity of the market for any old notes remaining after the completion of the exchange offer may be substantially limited.

The notes and the guarantees are unsecured and subordinated to our senior debt.

The notes rank junior to all of our existing and future senior debt, including borrowings under our Senior Credit Facility and our Second Lien Notes. The notes are guaranteed on a senior subordinated basis by substantially all of our existing and future domestic restricted subsidiaries that guarantee our Senior Credit Facility and our Second Lien Notes. These guarantees are subordinated to all existing and future senior debt of the guarantors. Our senior debt includes all debt that is not expressly subordinated to or ranked pari passu with the notes or the guarantees, subject to certain exceptions. In addition, the notes are not secured by any of our assets or any assets of our subsidiaries. As a result, the notes are effectively subordinated to all of our and our subsidiaries' secured indebtedness to the extent of the value of the assets securing such indebtedness. As of October 10, 2012, we and the guarantors had $197.4 million of senior debt outstanding (excluding approximately $29.7 million of outstanding letters of credit issued under our Senior Credit Facility). See "Description of the Notes—Subordination."

You may not be fully repaid on your notes if we or a subsidiary guarantor is declared bankrupt, becomes insolvent, is liquidated or reorganized, defaults on payment under our Senior Credit Facility, our Second Lien Notes or other senior debt or commits a default causing the acceleration of the maturity of our debt. In such a case, holders of any debt, including debt under our Senior Credit Facility and our Second Lien Notes, that ranks senior to the notes will be entitled to be paid in full from our assets and the assets of our subsidiaries before any payment may be made with respect to the notes or the guarantees. As a result, we may not have sufficient assets to fully repay the notes. An event of default under our senior debt also may prohibit us and the guarantors of the notes from paying the obligations under the notes or the guarantees.

Because we are a holding company, the notes are effectively subordinated to the claims of the creditors of our non-guarantor subsidiaries.

We conduct a substantial portion of our business through our subsidiaries. The notes are structurally subordinated to indebtedness of our subsidiaries that do not guarantee the notes. Our board of directors may

designate any subsidiary of ours as a non-guarantor subsidiary if the designation is made in compliance with the terms of the indenture governing the notes. Any subsidiary so designated will not guarantee the notes. Claims of creditors of our non-guarantor subsidiaries, including trade creditors, will generally have priority with respect to the assets and earnings of such subsidiaries over the claims of creditors of the Company including holders of the notes. In the event of the insolvency, bankruptcy, liquidation, reorganization, dissolution or winding up of the business of any of these subsidiaries, senior creditors of these subsidiaries generally will have the right to be paid in full before any distribution is made in respect of the guarantees. In addition, your claims will be effectively subordinated to the claims of creditors of any of our subsidiaries that do not guarantee the notes. The indenture governing the notes also permits the incurrence of certain additional indebtedness by our non-guarantor subsidiaries in the future. See "Description of the Notes—Certain Covenants—Incurrence of Indebtedness and Issuance of Preferred Stock."

We may be unable to purchase the notes upon a change of control.

Upon the occurrence of a change of control, as defined in the indenture governing the notes, we will be required to offer to purchase the notes in cash at a price equal to 101% of the principal amount of the notes, plus accrued interest and additional interest, if any. A change of control will constitute an event of default under our Senior Credit Facility that permits the lenders to accelerate the maturity of the borrowings thereunder and may trigger similar rights under our other indebtedness then outstanding. Our Senior Credit Facility will prohibit us from repurchasing any notes. The failure to repurchase the notes would result in an event of default under the notes. In the event of a change of control, we may not have sufficient funds to purchase all of the notes and to repay the amounts outstanding under our Senior Credit Facility or other indebtedness. Further, payment of the purchase price of the notes is subordinated to the prior payment of our senior debt.

A court could void our subsidiaries' guarantees of the notes under fraudulent transfer laws.

Although the guarantees provide you with a direct claim against the assets of the subsidiary guarantors, under the federal bankruptcy laws and comparable provisions of state fraudulent transfer laws, a guarantee could be voided, or claims with respect to a guarantee could be subordinated to all other debts of that guarantor. In addition, a court could void (i.e., cancel) any payments by that guarantor pursuant to its guarantee and require those payments to be returned to the guarantor or to a fund for the benefit of the other creditors of the guarantor.

The court might take these actions if it found, among other things, that when a subsidiary guarantor executed its guarantee (or, in some jurisdictions, when it became obligated to make payments under its guarantee):

- such subsidiary guarantor received less than reasonably equivalent value or fair consideration for the incurrence of its guarantee; and
- such subsidiary guarantor:
  - was (or was rendered) insolvent by the incurrence of the guarantee;
  - was engaged or about to engage in a business or transaction for which its assets constituted unreasonably small capital;
  - intended to incur, or believed that it would incur, obligations beyond its ability to pay as those obligations matured; or
  - was a defendant in an action for money damages, or had a judgment for money damages docketed against it and, in either case, after final judgment, the judgment was unsatisfied.

A court would likely find that a subsidiary guarantor received less than fair consideration or reasonably equivalent value for its guarantee to the extent that it did not receive direct or indirect benefit from the issuance of the notes. A court could also void a guarantee if it found that the subsidiary issued its guarantee with actual intent to hinder, delay, or defraud creditors.

Although courts in different jurisdictions measure solvency differently, in general, an entity would be deemed insolvent if the sum of its debts, including contingent and unliquidated debts, exceeds the fair value of its assets, or if the present fair salable value of its assets is less than the amount that would be required to pay the expected liability on its debts, including contingent and unliquidated debts, as they become due.

If a court voided a guarantee, it could require that noteholders return any amounts previously paid under such guarantee. If any guarantee were voided, noteholders would retain their rights against us and any other subsidiary guarantors, although those entities' assets may not be sufficient to pay the notes in full.

There may not be a liquid market for the new notes.

The new notes constitute new issues of securities with no established trading market. No market for the new notes may develop, and any market that develops may not be liquid or may not last. If the new notes are traded, they may trade at a discount from their initial offering price, depending upon prevailing interest rates, the market for similar securities and other factors, including general economic conditions, our financial condition, performance and prospects and prospects for companies in our industry generally. In addition, the liquidity of the trading market in the notes and the market prices quoted for the notes may be adversely affected by changes in the overall market for high-yield securities. To the extent an active trading market does not develop, you may not be able to resell your new notes at their fair market value or at all.

The exchange offer may not be completed.

We are not obligated to complete the exchange offer under certain circumstances. See "Description of the Exchange Offer—Conditions to the Exchange Offer." Even if the exchange offer is completed, it may not be completed on the schedule described in this prospectus. Accordingly, holders participating in the exchange offer may have to wait longer than expected to receive their new notes, during which time those holders of old notes will not be able to effect transfers of their old notes tendered in the exchange offer.

You may be required to deliver prospectuses and comply with other requirements in connection with any resale of the new notes.

If you tender your old notes for the purpose of participating in a distribution of the new notes, you will be required to comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale of the new notes. In addition, if you are a broker-dealer that receives new notes for your own account in exchange for old notes that you acquired as a result of market-making activities or any other trading activities, you will be required to acknowledge that you will deliver a prospectus in connection with any resale of such new notes.

Certain of the audited financial statements and schedule incorporated by reference in this prospectus were audited by Caturano and Company, P.C., an independent public accounting firm that has ceased ongoing business operations, certain of whose shareholders became partners of McGladrey LLP.

Our consolidated financial statements and schedule as of April 30, 2010 and for the year ended April 30, 2010, before the effects of the adjustments related to the discontinued operations described in Note 16 to the consolidated financial statements included in our Annual Report on Form 10-K for the year ended April 30, 2012, were audited by Caturano and Company, P.C. (whose name has since changed to Caturano and Company, Inc.) ("Caturano"), as stated in their report incorporated by reference herein. Effective July 20, 2010, McGladrey LLP ("McGladrey") acquired certain of Caturano's attest practice assets and substantially all of the attest officers and employees of Caturano joined McGladrey. McGladrey expressly did not assume any of Caturano's liabilities associated with the performance of professional services prior to the acquisition. As of October 31, 2010, Caturano ceased providing professional services other than providing consents and comfort letters with respect to its historical audit work, and withdrew its registration with the Public Company Accounting Oversight Board. McGladrey audited our financial statements for our fiscal years ended April 30, 3011 and 2012.

Caturano's report with respect to our audited financial statements and schedule is incorporated by reference in this prospectus. However your ability to exercise remedies or collect judgments against Caturano for material misstatements in our audited financial statements may be limited as a result of their ceasing ongoing business operations.

Risks Related to Our Business

Economic conditions have adversely affected our revenues and our operating margin and may impact our efforts to pay our outstanding indebtedness.

Our business has continued to be affected by the broader economic conditions in the United States that are outside of our control, including reductions in business and consumer activity generally, and of construction spending in particular, which have significantly impacted the demand for our collection and landfill services, and declines in commodity prices, which have materially reduced our recycling revenues. As a result of the economic environment we may also be adversely impacted by our customers' inability to pay us in a timely manner, if at all, due to their financial difficulties, which could include bankruptcies. The continued limited availability of credit has been severely limited, which has negatively affected business and consumer spending generally. If our customers do not have access to capital, we do not expect that our volumes will improve or that we will increase new business.

We face substantial competition in the solid waste services industry.

The solid waste services industry is highly competitive, has undergone a period of consolidation and requires substantial labor and capital resources. Some of the markets in which we compete are served
by, or are adjacent to markets served by, one or more of the large national or super regional solid waste companies, as well as numerous regional and local solid waste companies. Intense competition exists not only to provide services to customers, but also to acquire other businesses within each market. Some of our competitors have significantly greater financial and other resources than we do. From time to time, competitors may reduce the price of their services in an effort to expand market share or to win a competitively bid contract. These practices may require us to reduce the pricing of our services and may result in a loss of business.

As is generally the case in our industry, some municipal contracts are subject to periodic competitive bidding. We may not be the successful bidder to obtain or retain these contracts. If we are unable to compete with larger and better capitalized companies or replace municipal contracts lost through the competitive bidding process with comparable contracts or other revenue sources within a reasonable time period, our revenues would decrease and our operating results would be harmed.

In our solid waste disposal markets, we also compete with operators of alternative disposal and recycling facilities and with counties, municipalities and solid waste districts that maintain their own waste collection, recycling and disposal operations. We are also increasingly competing with companies which seek to use parts of the waste stream as feedstock for renewable energy supplies. Public entities may have financial advantages because of their ability to charge user fees or similar charges, impose tax revenues, access tax-exempt financing and, in some cases, utilize government subsidies.

Our GreenFiber insulation manufacturing joint venture with Louisiana-Pacific Corporation competes principally with national manufacturers of fiberglass insulation that have substantially greater resources than GreenFiber does, which they could use for product development, marketing or other purposes to our detriment.

The waste management industry is undergoing fundamental change as traditional waste streams are increasingly viewed as renewable resources, which may adversely impact volumes and tipping fees at our landfills.

From fiscal year 2003 through fiscal year 2007, we executed a strategy to grow our landfill capacity, and since that time, we have focused on increasing free cash flow and generating an enhanced return on invested

capital at our landfills. As we have continued to develop our landfill capacity, the waste management industry has increasingly recognized the value of the waste stream as a renewable resource, and accordingly, new alternatives to landfilling are being developed that seek to maximize the renewable energy and other resource benefits of waste. These alternatives may impact the demand for landfill space, which may affect our ability to operate our landfills at full capacity, as well as the tipping fees and prices that waste management companies generally, and that we in particular, can charge for utilization of landfill space. As a result, our revenues and operating margins could be adversely affected due to these disposal alternatives.

We incur substantial costs to comply with environmental requirements. Failure to comply with these requirements, as well as enforcement actions and litigation arising from an actual or perceived breach of such requirements, could subject us to fines, penalties, and judgments, and impose limits on our ability to operate and expand.

We are subject to potential liability and restrictions under environmental laws, including those relating to transportation, recycling, treatment, storage and disposal of wastes, discharges of pollutants to air and water, and the remediation of contaminated soil, surface water and groundwater. The waste management industry has been and will continue to be subject to regulation, including permitting and related financial assurance requirements, as well as attempts to further regulate the industry, including efforts to regulate the emission of greenhouse gases. Maine Energy, our waste-to-energy facility, which we are in the process of divesting, is subject to regulations limiting discharges of pollutants into the air and water, and our solid waste operations are subject to a wide range of federal, state and, in some cases, local environmental, odor and noise and land use restrictions. If we are not able to comply with the requirements that apply to a particular facility or if we operate without the necessary approvals or permits, we could be subject to administrative or civil, and possibly criminal, fines and penalties, and we may be required to spend substantial capital to bring an operation into compliance, to temporarily or permanently discontinue activities, and/or take corrective actions, possibly including removal of landfilled materials. Those costs or actions could be significant to us and impact our results of operations, cash flows, and available capital. We may not have sufficient insurance coverage for our environmental liabilities, such coverage may not cover all of the potential liabilities we may be subject to and/or we may not be able to obtain insurance coverage in the future at reasonable expense, or at all.

Environmental and land use laws also impact our ability to expand and, in the case of our solid waste operations, may dictate those geographic areas from which we must, or, from which we may not, accept waste. Those laws and regulations may limit the overall size and daily waste volume that may be accepted by a solid waste operation. If we are not able to expand or otherwise operate one or more of our facilities because of limits imposed under such laws, we may be required to increase our utilization of disposal facilities owned by third parties, which could reduce our revenues and/or operating margins. In addition, we are required to obtain governmental permits to operate our facilities, including all of our landfills. Even if we were to comply with applicable environmental law, there is no guarantee that we would be able to obtain the requisite permits and, even if we could, that any permit (and any existing permits we currently hold) will be renewed or modified as needed to fit our business needs.

We have historically grown through acquisitions and may make additional acquisitions from time to time in the future, and we have tried and will continue to try to evaluate and limit environmental risks and liabilities presented by businesses to be acquired prior to the acquisition. It is possible that some liabilities, including ones that may exist only because of the past operations of an acquired business, may prove to be more difficult or costly to address than we anticipate. It is also possible that government officials responsible for enforcing environmental laws may believe an issue is more serious than we expect, or that we will fail to identify or fully appreciate an existing liability before we become legally responsible for addressing it. Some of the legal sanctions to which we could become subject could cause the suspension or revocation of a needed permit, prevent us from, or delay us in, obtaining or renewing permits to operate or expand our facilities, or harm our reputation. At April 30, 2012, we had recorded $5.2 million in environmental remediation liabilities for the estimated cost of our share of work associated with a consent order issued by the State of New York to remediate

a scrap yard and solid waste transfer station owned by one of our acquired subsidiaries, including the recognition of accretion expense. There can be no assurance that the cost of such cleanup or that our share of the cost will not exceed our estimates.

Our operating program depends on our ability to operate the landfills and transfer stations we own and lease. Localities where we operate generally seek to regulate some or all landfill and transfer station operations, including siting and expansion of operations. The laws adopted by municipalities in which our landfills and transfer stations are located may limit or prohibit the expansion of a landfill or transfer station, as well as the amount of waste that we can accept at the landfill or transfer station on a daily, quarterly or annual basis, and any effort to acquire or expand landfills and transfer stations typically involves a significant amount of time and expense. We may not be successful in obtaining new landfill or transfer station sites or expanding the permitted capacity of any of our current landfills and transfer stations. If we are unable to develop additional disposal and transfer station capacity, our ability to achieve economies from the internalization of our waste stream will be limited. If we fail to receive new landfill permits or renew existing permits, we may incur landfill asset impairment and other charges associated with accelerated closure.

In addition to the costs of complying with environmental laws and regulations, we incur costs defending against environmental litigation brought by governmental agencies and private parties. We are, and also may be in the future, a defendant in lawsuits brought by parties alleging environmental damage, personal injury, and/or property damage, or which seek to overturn or prevent the issuance of an operating permit or authorization, all of which may result in us incurring significant liabilities.

See also “Business—Regulation,” “Legal Proceedings” and Note 10 to our consolidated financial statements included in our Form 10-K for the year ended April 30, 2012, which is incorporated by reference in this prospectus.

Our results of operations could continue to be affected by changing prices or market requirements for recyclable materials.

Our results of operations have been and may continue to be affected by changing purchase or resale prices or market requirements for recyclable materials. Our recycling business involves the purchase and sale of recyclable materials, some of which are priced on a commodity basis. The market for recyclable materials, particularly newspaper, corrugated containers, plastic and ferrous and aluminum metals, was affected by unprecedented price decreases in October 2008, resulting in a severe impact on our results of operations. Although we have begun to experience some recovery in commodity pricing, such prices will continue to be volatile due to numerous factors beyond our control. Although we seek to limit our exposure to fluctuating commodity prices through the use of hedging agreements, floor price contracts and long-term supply contracts with customers and have sought to mitigate commodity price fluctuations by reducing the prices we pay for purchased materials or increasing tip fees at our facilities, these fluctuations have in the past, including in the quarter ended July 31, 2012, contributed, and may continue to contribute, to significant variability in our period-to-period results of operations.

Our business requires a high level of capital expenditures.

Our business is capital intensive. Capital expenditures related to acquisition activities, which were $0.5 million in fiscal year 2012, consist of costs for equipment added directly as a result of new business growth related to an acquisition. Capital expenditures related to growth activities, which were $12.2 million in fiscal year 2012, consist of costs related to development of new airspace, permit expansions and new recycling contracts, along with incremental costs of equipment and infrastructure added to further such activities. Capital expenditures related to maintenance activities, which were $47.0 million in fiscal year 2012, consist of landfill cell construction costs not related to airspace expansion, costs of normal permit renewals and replacement costs

for equipment due to age or obsolescence. We must use a substantial portion of our cash flows from operating activities toward maintenance capital expenditures, which reduces our flexibility to use such cash flows for other purposes, such as reducing our indebtedness. Our capital expenditures could increase if we make acquisitions or further expand our operations or as a result of factors beyond our control, such as changes in federal, state or local governmental requirements. The amount that we spend on capital expenditures may exceed current expectations, which may require us to obtain additional funding for our operations or impair our ability to grow our business.

Our business is geographically concentrated and is therefore subject to regional economic downturns.

Our operations and customers are concentrated principally in New England and New York. Therefore, our business, financial condition and results of operations are susceptible to regional economic downturns and other regional factors, including state regulations and budget constraints and severe weather conditions. In addition, as we seek to expand in our existing markets, opportunities for growth within this region will become more limited and the geographic concentration of our business will increase. A substantial portion of the material delivered to our Chemung, Hakes, Hyland and McKean landfills consists of extractions from the Marcellus Shale formations in Western New York and Pennsylvania. These extractions are the subject of political opposition and there can be no assurance that they will not be halted or retired. Drilling activity that produces these extractions is negatively impacted by lower natural gas pricing. In such an event, our revenues from these landfills would be adversely affected.

Our results of operations and financial condition may be negatively affected if we inadequately accrue for capping, closure and post-closure costs or by the timing of these costs for our waste disposal facilities.

We have material financial obligations relating to capping, closure and post-closure costs of our existing owned or operated landfills and will have material financial obligations with respect to any disposal facilities which we may own or operate in the future. Once the permitted capacity of a particular landfill is reached and additional capacity is not authorized, the landfill must be closed and capped, and post-closure maintenance started. We establish accruals for the estimated costs associated with such capping, closure and post-closure obligations over the anticipated useful life of each landfill on a per ton basis. We have provided and expect that we will in the future provide accruals for financial obligations relating to capping, closure and post-closure costs of our owned or operated landfills, generally for a term of 30 years after final closure of a landfill. Our financial obligations for capping, closure or post-closure costs could exceed the amounts accrued or amounts otherwise receivable pursuant to trust funds established for this purpose. Such a circumstance could result in significant unanticipated charges which would have an adverse impact on our business. In addition, the timing of any such capping, closure or post-closure costs which exceed established accruals may further negatively impact our business. Since we will be unable to control the timing and amounts of such costs, we may be forced to delay investments or planned improvements in other parts of our business or we may be unable to meet applicable financial assurance requirements. Any of the foregoing would negatively impact our business and results of operations.

Fluctuations in fuel costs could affect our operating expenses and results.

The price and supply of fuel is unpredictable and fluctuates based on events beyond our control, including among others, geopolitical developments, supply and demand for oil and gas, actions by the Organization of the Petroleum Exporting Countries and other oil and gas producers, war and unrest in oil producing countries and regional production patterns. Because fuel is needed to run our fleet of trucks, price escalations for fuel increase our operating expenses. In fiscal year 2012, we used approximately 5.9 million gallons of diesel fuel in our solid waste operations. We have a fuel surcharge program, based on a fuel index, to help offset increases in the cost of fuel, oil and lubricants arising from price volatility. This fee has been passed on to our customers where their contracts and competition conditions permit.

We could be precluded from entering into contracts or obtaining or maintaining permits or certain contracts if we are unable to obtain third party financial assurance to secure our contractual obligations.

Public solid waste collection, recycling and disposal contracts, obligations associated with landfill closure and the operation and closure of our waste-to-energy facility typically require performance or surety bonds, letters of credit or other means of financial assurance to secure our contractual performance. If we are unable to obtain the necessary financial assurance in sufficient amounts or at acceptable rates, we could be precluded from entering into additional municipal contracts or from obtaining or retaining landfill management contracts or operating permits. Any future difficulty in obtaining insurance could also impair our ability to secure future contracts conditioned upon having adequate insurance coverage. We currently obtain performance and surety bonds from Evergreen, in which we hold a 19.9% equity interest.

We may be required to write-off or impair capitalized costs or intangible assets in the future or we may incur restructuring costs or other charges, each of which could harm our earnings.

In accordance with U.S. generally accepted accounting principles, we capitalize certain expenditures and advances relating to our acquisitions, pending acquisitions, landfills and development projects. In addition, we have considerable unamortized assets. From time to time in future periods, we may be required to incur a charge against earnings in an amount equal to any unamortized capitalized expenditures and advances, net of any portion thereof that we estimate will be recoverable, through sale or otherwise, relating to (1) any operation or other asset that is being sold, permanently shut down, impaired or has not generated or is not expected to generate sufficient cash flow, (2) any pending acquisition that is not consummated, (3) any landfill or development project that is not expected to be successfully completed, and (4) any goodwill or other intangible assets that are determined to be impaired.

In fiscal year 2012, we entered into negotiations regarding the sale of Maine Energy. Based on the proposed purchase consideration, we recorded a $40.7 million impairment charge to the asset group within the Eastern region segment. The impairment was measured based on the asset group's highest and best use under the market approach, utilizing the discounted present cash flows associated with the purchase consideration, adjusted for costs to demolish the facility. We used a discount rate of 3.5%, which approximates the buyers' borrowing rate.

In response to such charges and costs and other market factors, we may be required to implement restructuring plans in an effort to reduce the size and cost of our operations and to better match our resources with our market opportunities. As a result of such actions, we would expect to incur restructuring expenses and accounting charges which may be material. Several factors could cause a restructuring to adversely affect our business, financial condition and results of operations. These include potential disruption of our operations, the development of our landfill capacity and recycling technologies and other aspects of our business. Employee morale and productivity could also suffer and result in unintended employee attrition. Any restructuring would require substantial management time and attention and may divert management from other important work. Moreover, we could encounter delays in executing any restructuring plans, which could cause further disruption and additional unanticipated expense.

Our revenues and our operating income experience seasonal fluctuations.

Our transfer and disposal revenues historically have been lower during the months of November through March. This seasonality reflects the lower volume of waste during the late fall, winter and early spring months primarily because:

- the volume of waste relating to construction and demolition activities decreases substantially during the winter months in the northeastern United States; and
- decreased tourism in Vermont, Maine and eastern New York during the winter months tends to lower the volume of waste generated by commercial and restaurant customers, which is partially offset by increased volume from the ski industry.

Since certain of our operating and fixed costs remain constant throughout the fiscal year, operating income is impacted by a similar seasonality. In addition, particularly harsh winter weather conditions typically result in increased operating costs.

Our Recycling business experiences increased volumes of newspaper in November and December due to increased newspaper advertising and retail activity during the holiday season. GreenFiber experiences lower sales from April through July due to lower retail activity.

We may, in the future, attempt to divest or sell certain parts or components of our business to third parties which may result in lower than expected proceeds or losses or we may be unable to identify potential purchasers.

From time to time in the future, we may sell or divest certain other components of our business. These divestitures may be undertaken for a number of reasons, including to generate proceeds to pay down debt, or as a result of a determination that the specified asset will provide inadequate returns to us, or that the asset no longer serves a strategic purpose in connection with our business or if we determine the asset may be more valuable to a third party. The timing of such sales or divestures may not be entirely within our control. For example, we may need to quickly divest assets to satisfy immediate cash requirements, or we may be forced to sell certain assets prior to canvassing the market or at a time when market conditions for valuations or for financing for buyers are unfavorable, which would result in proceeds to us in an amount less than we expect or less than our assessment of the value of those assets. We also may not be able to identify buyers for certain of our assets, particularly given the difficulty that potential acquirers may face in obtaining financing, or we may face opposition from municipalities or communities to a disposition or the proposed buyer. Any sale of our assets, including Maine Energy, our only waste-to-energy facility that we are in the process of divesting, could result in a loss on divestiture. Any of the foregoing would have an adverse effect on our business and results of operations.

We may engage in acquisitions in the future with the goal of complementing or expanding our business, including developing additional disposal capacity. However, we may be unable to complete these transactions and, if executed, these transactions may not improve our business or may pose significant risks and could have a negative effect on our operations.

We have in the past, and we may in the future, make acquisitions in order to acquire or develop additional disposal capacity. These acquisitions may include “tuck-in” acquisitions within our existing markets, assets that are adjacent to or outside our existing markets, or larger, more strategic acquisitions. In addition, from time to time we may acquire businesses that are complementary to our core business strategy. We may not be able to identify suitable acquisition candidates. If we identify suitable acquisition candidates, we may be unable to negotiate successfully their acquisition at a price or on terms and conditions acceptable to us, including as a result of the limitations imposed by our debt obligations. Furthermore, we may be unable to obtain the necessary regulatory approval to complete potential acquisitions.

Our ability to achieve the benefits from any potential future acquisitions, including cost savings and operating efficiencies, depends in part on our ability to successfully integrate the operations of such acquired businesses with our operations. The integration of acquired businesses and other assets may require significant management time and resources that would otherwise be available for the ongoing management of our existing operations.

Any properties or facilities that we acquire may be subject to unknown liabilities, such as undisclosed environmental contamination, for which we would have no recourse, or only limited recourse, to the former owners of such properties. As a result, if a liability were asserted against us based upon ownership of an acquired property, we might be required to pay significant sums to settle it, which could adversely affect our financial results and cash flow.

In addition, the process of acquiring, developing and permitting additional disposal capacity is lengthy, expensive and uncertain. Moreover, the disposal capacity at our existing landfills is limited by the remaining available volume at our landfills and annual, quarterly and/or daily disposal limits imposed by the various governmental authorities with jurisdiction over our landfills. If we are unable to develop or acquire additional disposal capacity, our ability to achieve economies from the internalization of our waste stream will be limited and we may be required to increase our utilization of disposal facilities owned by third parties, which could reduce our revenues and/or our operating margins.

Efforts by labor unions to organize our employees could divert management attention and increase our operating expenses.

Labor unions regularly make attempts to organize our employees, and these efforts will likely continue in the future. Certain groups of our employees have chosen to be represented by unions, and we have negotiated collective bargaining agreements with these groups. The negotiation of collective bargaining agreements could divert management attention and result in increased operating expenses and lower net income (or increased net loss). If we are unable to negotiate acceptable collective bargaining agreements, we may be subject to union-initiated work stoppages, including strikes. Depending on the type and duration of any labor disruptions, our revenues could decrease and our operating expenses could increase, which could adversely affect our financial condition, results of operations and cash flows. As of May 31, 2012, approximately 6.7% of our employees were represented by unions.

Our Class B common stock has ten votes per share and is held exclusively by John W. Casella and Douglas R. Casella.

The holders of our Class B common stock are entitled to ten votes per share and the holders of our Class A common stock are entitled to one vote per share. At December 31, 2011, an aggregate of 988,200 shares of our Class B common stock, representing 9,882,000 votes, were outstanding, all of which were beneficially owned by John W. Casella, our Chairman and Chief Executive Officer, and his brother, Douglas R. Casella, a member of our Board of Directors. Based on the number of shares of common stock outstanding on May 31, 2012, the shares of our Class A common stock and Class B common stock beneficially owned by John W. Casella and Douglas R. Casella represent approximately 31.3% of the aggregate voting power of our stockholders. Consequently, John W. Casella and Douglas R. Casella are able to substantially influence all matters for stockholder consideration.

Risks Related to Our Indebtedness

We have substantial debt and have the ability to incur additional debt. The principal and interest payment obligations of such debt may restrict our future operations and impair our ability to meet our obligations under the notes.

As of October 10, 2012, we and the guarantors had approximately $522.4 million of outstanding indebtedness (excluding approximately $29.7 million of outstanding letters of credit issued under our Senior Credit Facility) and an additional $102.0 million of unused commitments under our Senior Credit Facility. In addition, the terms of our existing Senior Credit Facility, the indenture governing our Second Lien Notes, and the indenture governing the notes (the "indenture") permit us to incur additional debt.

Our substantial debt may have important consequences to you. For instance, it:

- makes it more difficult for us to satisfy our financial obligations, including those relating to the notes issued in this exchange offer;
- requires us to dedicate a substantial portion of any cash flow from operations to the payment of interest and principal due under our debt, which reduces funds available for other business purposes, including capital expenditures and acquisitions;

- places us at a competitive disadvantage compared with some of our competitors that may have less debt and better access to capital resources; and
- limits our ability to obtain additional financing required to fund working capital and capital expenditures and for other general corporate purposes.

Our ability to satisfy our obligations and to reduce our total debt depends on our future operating performance and on economic, financial, competitive and other factors, many of which are beyond our control. Our business may not generate sufficient cash flow, and future financings may not be available to provide sufficient net proceeds, to meet these obligations or to successfully execute our business strategy.

If we do not redeem all of our Second Lien Notes that remain outstanding, any outstanding Second Lien Notes would rank senior in payment and lien priority to the notes described in this prospectus. In addition, the inability of the Company to refinance the Second Lien Notes in full by March 1, 2014 would trigger the March 31, 2014 maturity date under the Senior Credit Facility, requiring the Company to refinance the Senior Credit Facility in March 2014, rather than the March 18, 2016 maturity date which applies if all Second Lien Notes are refinanced by March 1, 2014.

The agreements governing our various debt obligations impose restrictions on our business and adversely affect our ability to undertake certain corporate actions.

The agreements governing our various debt obligations, including the Indenture, the indenture governing the Second Lien Notes and the agreements governing our Senior Credit Facility, include covenants imposing significant restrictions on our business. These restrictions may affect our ability to operate our business and may limit our ability to take advantage of potential business opportunities as they arise. These covenants place restrictions on our ability to, among other things::

- incur additional debt;
- create liens;
- make certain investments;
- enter into certain transactions with affiliates;
- declare or pay dividends, redeem stock or make other distributions to stockholders; and
- consolidate, merge or transfer or sell assets.

Our Senior Credit Facility requires us to meet a number of financial ratios and covenants and restricts our ability to make certain capital expenditures.

Our ability to comply with these agreements may be affected by events beyond our control, including prevailing economic, financial and industry conditions. These covenants could have an adverse effect on our business by limiting our ability to take advantage of financing, merger and acquisition or other corporate opportunities. Our Senior Credit Facility also restricts our ability to make capital expenditures. The breach of any of these covenants or restrictions could result in a default under the indenture governing the Second Lien notes, the indenture governing the notes or the agreements governing our Senior Credit Facility. An event of default under any of our debt agreements could permit some of our lenders, including the lenders under our Senior Credit Facility, to declare all amounts borrowed from them to be immediately due and payable, together with accrued and unpaid interest, or, in the case of our Senior Credit Facility, terminate the commitment to make further credit extensions thereunder, which could, in turn, trigger cross-defaults under other debt obligations. If we were unable to repay debt to our lenders, or were otherwise in default under any provision governing our outstanding debt obligations, our secured lenders could proceed against the Company and the subsidiary guarantors and against the collateral securing that debt. In addition, acceleration of our other indebtedness may cause us to be unable to make interest payments on the notes and repay the principal amount of or repurchase the notes or may cause the subsidiary guarantors to be unable to make payments under the guarantees.

To service our indebtedness, we will require a significant amount of cash. However, our ability to generate cash depends on many factors beyond our control.

Our ability to make payments on, and to refinance, our indebtedness, including the notes, and to fund planned capital expenditures, will depend on our ability to generate cash in the future which, in turn, is subject to general economic, financial, competitive, regulatory and other factors, many of which are beyond our control.

Our business may not generate sufficient cash flow from operations and we may not have available to us future borrowings in an amount sufficient to enable us to pay our indebtedness, including the notes, or to fund our other liquidity needs. In these circumstances, we may need to refinance all or a portion of our indebtedness, including the notes, on or before maturity. We may not be able to refinance any of our indebtedness, including our Senior Credit Facility, the Second Lien Notes and the notes, on commercially reasonable terms, or at all. Without this financing, we could be forced to sell assets or secure additional financing to make up for any shortfall in our payment obligations under unfavorable circumstances. However, we may not be able to secure additional financing on terms favorable to us or at all and, in addition, the terms of our debt agreements, including the Senior Credit Facility, the indenture governing the Second Lien Notes and the indenture governing the notes, limit our ability to sell assets and also restrict the use of proceeds from such a sale. Moreover, substantially all of our assets have been pledged to secure repayment of our indebtedness under our Senior Credit Facility and the Second Lien Notes. In addition, we may not be able to sell assets quickly enough or for amounts sufficient to enable us to meet our obligations, including our obligations under the notes.

Our ability to make acquisitions may be adversely impacted by our outstanding indebtedness and by the price of our stock.

Our ability to make future business acquisitions, particularly those that would be financed solely or in part through cash from operations, will be curtailed due to our obligations to make payments of principal and interest on our outstanding indebtedness. We may not have sufficient capital resources, now or in the future, and may be unable to raise sufficient additional capital resources on terms satisfactory to us, if at all, in order to meet our capital requirements for such acquisitions. In addition, the terms of our indebtedness, including the terms of the notes offered hereby, include covenants that directly restrict, or have the effect of restricting, our ability to make certain acquisitions while this indebtedness remains outstanding. To the extent that the amount of our outstanding indebtedness continues to have a negative impact on our stock price, using our Class A common stock as consideration will be less attractive for potential acquisition candidates. In the past, the trading price of our Class A common stock on the NASDAQ Global Select Market has limited our willingness to use our equity as consideration and the willingness of sellers to accept our shares and as a result has limited, and could continue to limit, the size and scope of our acquisition program. If we are unable to pursue acquisitions that would enhance our business or operations, the potential growth of our business and revenues may be adversely affected.

If variable rate bonds issued by the Finance Authority of Maine become taxable, they may become subject to mandatory redemption, and the proceeds of our sale of our Maine Energy facility will not be sufficient to fund such redemption.

On December 28, 2005, we completed a $25.0 million financing transaction involving the issuance of bonds by the Finance Authority of Maine, which we refer to as the Authority. Pursuant to a Financing Agreement, dated as of December 1, 2005, by and between us and the Authority, we borrowed the proceeds of the bonds to pay for certain costs relating to landfill development and construction, other infrastructure improvements, and machinery and equipment for solid waste disposal operations owned and operated by us, or a related party, all located in Maine, and the issuance of the bonds.

On February 1, 2012, we remarketed $21.4 million aggregate principal amount of the original $25.0 million bonds. The remaining $3.6 million of outstanding bonds (referred to as the variable rate bonds) remain as variable rate bonds secured by a letter of credit issued under our Senior Credit Facility. The bonds will mature on January 1, 2025 (unless redeemed earlier).

We have entered into a purchase and sale agreement to sell our Maine Energy facility, and we will need to obtain an opinion of, or further assurances from, bond counsel that the sale will not adversely affect the tax exempt status of the variable rate bonds in the amount of $3.6 million. If such bonds become taxable, they may become subject to mandatory redemption, and the proceeds of the sale of our Maine Energy facility will not be sufficient to fund such redemption.

RATIO OF EARNINGS TO FIXED CHARGES AND EARNINGS TO COMBINED FIXED CHARGES AND PREFERRED STOCK DIVIDENDS

(dollar amounts in thousands)

Our consolidated ratio of earnings to fixed charges, our consolidated ratio of earnings to fixed charges and preferred stock dividends, and our deficiency of earnings to fixed charges and combined fixed charges and preferred stock dividends for each of the periods indicated is as follows:

	Fiscal Year Ended April 30,				
	2012	2011	2010	2009	2008
Ratio of earnings to fixed charges	—	—	—	—	—
Ratio of earnings to combined fixed charges and preferred stock dividends	—	—	—	—	—
Deficiency of earnings to fixed charges	$(56,869)	$(24,903)	$(11,466)	$(63,928)	$(9,853)
Deficiency of earnings to combined fixed charges and preferred stock dividends	$(56,869)	$(24,903)	$(11,466)	$(63,928)	$(9,853)

For purposes of determining the ratios of earnings to fixed charges and earnings to combined fixed charges and preferred stock dividends, “earnings” consists of loss from continuing operations before income taxes and discontinued operations before adjustment for loss or income from equity method investees, plus fixed charges, less interest capitalized and “fixed charges” consists of interest expensed and capitalized, amortization of deferred financing costs, amortization of premium and discounts, and the portion of operating leases deemed to be representative of the interest factor.

SUMMARY CONSOLIDATED FINANCIAL DATA

The following table presents summary consolidated financial data as of and for each of the fiscal years in the five-year period ended April 30, 2012. The statement of operations data for each of the fiscal years in the three-year period ended April 30, 2012 and the balance sheet data as of April 30, 2012, 2011 and 2010 have been derived from the audited consolidated financial statements included in our Annual Report on Form 10-K filed with the SEC on June 28, 2012, which are incorporated herein by reference. The statement of operations data for the fiscal years ending April 30, 2009 and 2008 and the balance sheet data as of April 30, 2009 and 2008 have been derived, in part, from audited consolidated financial statements that are not included in this prospectus, adjusted for the impact from discontinued operations. You should read the following table in conjunction with our audited consolidated financial statements and related notes in our Annual Report on Form 10-K filed with the SEC on June 28, 2012.

	Fiscal Year Ended April 30,				
	2012	2011	2010	2009	2008
	(in thousands, except per share data)				
Statement of Operations Data:					
Revenues	$480,815	$466,064	$457,642	$482,851	$503,925
Operating Expenses:					
Cost of operations	330,754	317,504	303,399	322,605	338,167
General and administration	60,775	64,010	57,476	63,202	69,638
Depreciation and amortization	58,576	58,261	63,619	68,432	73,479
Asset impairment charge	40,746	3,654	—	355	534
Legal settlement	1,359	—	—	—	—
Development project charge	131	—	—	—	—
Environmental remediation charge	—	549	335	4,356	—
Bargain purchase gain	—	(2,975)	—	—	—
Gain on sale of assets	—	(3,502)	—	—	—
Goodwill impairment charge	—	—	—	55,286	—
Hardwick impairment and closing charges	—	—	—	—	1,400
Operating (loss) income	(11,526)	28,563	32,813	(31,385)	20,707
Interest expense, net	45,499	45,858	44,265	33,120	31,952
Other expense, net	20,111	10,626	2,355	1,366	3,410
Loss from continuing operations before income taxes and discontinued operations	(77,136)	(27,921)	(13,807)	(65,871)	(14,655)
Provision (benefit) for income taxes	1,181	(24,217)	2,242	6,247	(3,555)
Loss from continuing operations before discontinued operations	(78,317)	(3,704)	(16,049)	(72,118)	(11,100)
Discontinued operations:					
(Loss) income from discontinued operations, net	—	(1,458)	1,011	4,030	4,410
Gain (loss) on disposal of discontinued operations, net	725	43,590	1,180	63	(1,145)
Net (loss) income	(77,592)	38,428	(13,858)	(68,025)	(7,835)
Less: Net loss attributable to noncontrolling interest	(6)	—	—	—	—
Net (loss) income attributable to common stockholders	$ (77,586)	$ 38,428	$ (13,858)	$ (68,025)	$ (7,835)

	Fiscal Year Ended April 30,				
	2012	2011	2010	2009	2008
	(in thousands)				
Cash Flow Data:					
Capital expenditures	$ 59,741	$ 55,249	$ 52,834	$ 54,330	$ 68,370
Cash flows provided by operating activities	$ 63,775	$ 47,091	$ 64,086	$ 69,145	$ 60,981
Cash flows used in investing activities	$(72,012)	$ (55,764)	$(63,050)	$(62,877)	$(84,933)
Cash flows provided by (used in) financing activities	$ 10,229	$(117,895)	$ (7,281)	$(16,408)	$ 4,842

	Fiscal Year Ended April 30,				
	2012	2011	2010	2009	2008
	(in thousands)				
Balance Sheet Data:					
Cash and cash equivalents	$ 4,534	$ 1,817	$ 2,035	$ 1,838	$ 2,814
Total current assets	$ 67,356	$ 72,405	$ 81,925	$ 76,735	$ 95,485
Working capital deficit, net (1)	$ (25,513)	$ (13,333)	$ (10,190)	$ (2,138)	$ (20,153)
Property, plant and equipment, net	$416,717	$453,361	$457,670	$461,027	$465,807
Total assets	$633,743	$690,581	$754,814	$750,962	$836,087
Long-term debt	$476,765	$465,107	$567,006	$558,557	$561,417
Total liabilities	$615,512	$596,594	$704,518	$684,652	$711,405
Total stockholders' equity	$ 18,231	$ 93,987	$ 50,296	66,310	$124,682

(1) Working capital deficit, net is defined as current assets, excluding cash and cash equivalents, minus current liabilities.

DESCRIPTION OF THE EXCHANGE OFFER

Purpose of the Exchange Offer

On October 9, 2012, we issued $125,000,000 aggregate principal amount of old notes. We entered into a registration rights agreement in connection with the October 9, 2012 issuance of old notes, pursuant to which we agreed that we would:

- file a registration statement with respect to an exchange offer registered under the Securities Act to exchange the old notes for an issue of new notes that are identical in all material respects to the old notes, except that the new notes would not contain terms with respect to transfer restrictions or additional interest, within 30 days after the original issuance of the old notes;
- use commercially reasonable efforts to cause the registration statement to be declared effective under the Securities Act within 120 days after the original issuance of the old notes; and
- use commercially reasonable efforts to commence and complete the registered exchange offer on the earliest practicable date after the registration statement has become effective, but in no event later than 150 days after the original issuance of the old notes, and to hold the exchange offer open for not less than 30 days.

We filed a copy of the registration rights agreement as an exhibit incorporated by reference into the registration statement of which this prospectus is a part. In addition, on February 11, 2011, we issued $200,000,000 aggregate principal amount of old notes in an unregistered offering, of which $3,035,000 aggregate principal amount of unregistered notes are outstanding.

Upon the effectiveness of the registration statement of which this prospectus is a part, we will offer the new notes in exchange for the old notes (including the $3,035,000 aggregate principal amount of unregistered old notes issued on February 11, 2011 that are outstanding).

Resale of the New Notes

We are making the exchange offer in reliance on the position of the staff of the SEC as set forth in interpretive letters addressed to other parties in other transactions. For further information on the SEC's position, see *Exxon Capital Holdings Corporation*, available May 13, 1988, *Morgan Stanley & Co. Incorporated*, available June 5, 1991 and *Shearman & Sterling*, available July 2, 1993, and other interpretive letters to similar effect. We have not sought our own interpretive letter, however, and we cannot assure you that the staff would make a similar determination with respect to the exchange offer as it has in interpretive letters to other parties. Based on these interpretations by the staff, we believe that the new notes issued under the exchange offer may be offered for resale, resold or otherwise transferred by you, without further compliance with the registration and prospectus delivery provisions of the Securities Act, so long as you:

(1) are acquiring the new notes in the ordinary course of your business;

(2) are not participating in, and do not intend to participate in, a distribution of the new notes within the meaning of the Securities Act and have no arrangement or understanding with any person to participate in a distribution of the new notes within the meaning of the Securities Act;

(3) are not a broker-dealer who acquired the old notes directly from us; and

(4) are not an "affiliate" of ours, within the meaning of Rule 405 of the Securities Act.

By tendering the old notes in exchange for new notes, you will be required to represent to us that each of the above statements applies to you. If you are participating in or intend to participate in, a distribution of the new notes, or have any arrangement or understanding with any person to participate in a distribution of the new notes

to be acquired in this exchange offer, you may be deemed to have received restricted securities and may not rely on the applicable interpretations of the staff of the SEC. If you are so deemed, you will have to comply with the registration and prospectus delivery requirements of the Securities Act in connection with any secondary resale transaction.

Each broker-dealer that receives new notes for its own account in exchange for old notes, where the old notes were acquired by the broker-dealer as a result of market-making activities or other trading activities, must acknowledge that it will deliver a prospectus in connection with any resale of the new notes. The letter of transmittal states that by so acknowledging and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act. A broker-dealer may use this prospectus, as it may be amended or supplemented from time to time, in connection with resales of new notes received in exchange for old notes which the broker-dealer acquired as a result of market-making or other trading activities. See "Plan of Distribution."

The exchange offer is not being made to, nor will we accept tenders for exchange from, holders of old notes in any jurisdiction in which the exchange offer or the acceptance of it would not be in compliance with the securities or blue sky laws of such jurisdiction.

Terms of the Exchange Offer

Upon the terms and subject to the conditions set forth in this prospectus and the letter of transmittal, we will accept any and all old notes validly tendered and not withdrawn prior to 5:00 p.m., New York City time, on the expiration date. We will issue a like amount of new notes in exchange for old notes validly tendered and accepted pursuant to the exchange offer.

We will not pay any accrued and unpaid interest on the old notes that we acquire in the exchange offer. All unpaid interest accrued on old notes from the most recent date to which interest has been paid on the old notes will be treated as having accrued on the new notes that are issued in exchange for such old notes.

Tendering holders of old notes must tender old notes in minimum denominations of $2,000, and integral multiples of $1,000 in excess thereof. New notes will be issued in minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof.

The terms of the new notes are identical in all material respects to the terms of the old notes, except that:

(1) we have registered the new notes under the Securities Act and therefore these notes will not bear legends restricting their transfer, and

(2) specified rights under the registration rights agreement, including the provisions providing for payment of additional interest in specified circumstances relating to the exchange offer, will be eliminated for the new notes.

The new notes will evidence the same debt as the old notes. The new notes will be issued under the same indenture and will be entitled to the same benefits under that indenture as the old notes being exchanged. As of the date of this prospectus, approximately $128,035,000 aggregate principal amount of the old notes are outstanding. Old notes accepted for exchange will be retired and cancelled and not reissued.

Except as described under "Book-Entry, Delivery and Form," we will issue the new notes in the form of one or more global notes registered in the name of DTC or its nominee, and each beneficial owner's interest in it will be transferable in book-entry form through DTC.

We will conduct the exchange offer in accordance with the applicable requirements of the Securities Act and the Exchange Act, and the rules and regulations of the SEC thereunder.

We will be considered to have accepted validly tendered old notes if and when we have given oral or written notice to that effect to the exchange agent. The exchange agent will act as agent for the tendering holders for the purposes of receiving the new notes from us.

If we do not accept any tendered old notes for exchange because of an invalid tender, the occurrence of the other events described in this prospectus or otherwise, we will return these old notes, without expense, to the tendering holder promptly after the expiration date of the exchange offer.

Holders who tender old notes will not be required to pay brokerage commissions or fees or, subject to the instructions in the letter of transmittal, transfer taxes on exchange of old notes in connection with the exchange offer. We will pay all charges and expenses, other than certain applicable taxes in certain circumstances, in connection with the exchange offer. See "—Other Fees and Expenses" and "—Transfer Taxes."

If we successfully complete the exchange offer, any old notes which holders do not tender or which we do not accept in the exchange offer will remain outstanding and continue to accrue interest. The holders of old notes after the exchange offer in general will not have further rights under the registration rights agreement, including registration rights and any rights to additional interest. Holders wishing to transfer the old notes would have to rely on exemptions from the registration requirements of the Securities Act.

Expiration Date; Extensions; Amendments; Termination

For purposes of the exchange offer, the term "expiration date" means 5:00 p.m., New York City time, on , 2013, subject to our right to extend that time and date in our sole discretion, in which case the expiration date means the latest time and date to which the exchange offer is extended.

We reserve the right, in our sole discretion, by giving oral or written notice to the exchange agent, to:

- extend the exchange offer;
- terminate the exchange offer if a condition to our obligation to exchange old notes for new notes is not satisfied or waived on or prior to the expiration date; and
- amend the exchange offer.

If the exchange offer is amended in a manner that we reasonably determine constitutes a material change, or if we waive a material condition, we will extend the exchange offer for a period of at least five business days if the exchange offer would otherwise have expired during that period.

We will notify holders of the old notes of any extension, amendment, waiver or termination of the exchange offer by press release or other public announcement. We will announce any extension of the expiration date no later than 9:00 a.m., New York City time, on the first business day after the previously scheduled expiration date. We will disclose in such public announcement the number of old notes tendered as of the date of the announcement. We have no other obligation to publish, advertise or otherwise communicate any information about any extension, amendment or termination.

Settlement Date

We will deliver the new notes on the settlement date, which will be promptly after the expiration date of the exchange offer. We will not be obligated to deliver new notes unless the exchange offer is consummated.

Conditions to the Exchange Offer

Notwithstanding any other provision of the exchange offer, we will not be required to accept for exchange, or to issue new notes in exchange for, any old notes and may terminate or amend the exchange offer if at any

time before the expiration of the exchange offer, we reasonably determine (i) that the exchange offer violates applicable law, any applicable interpretation of the staff of the SEC or any order of any governmental agency or court of competent jurisdiction; (ii) an action or proceeding shall have been instituted or threatened in any court or by any governmental agency which might materially impair our ability to proceed with the exchange offer or a material adverse development shall have occurred in any existing action or proceeding with respect to us; or (iii) all governmental approvals necessary for the consummation of the exchange offer have not been obtained.

The foregoing conditions are for our sole benefit and may be asserted by us regardless of the circumstances giving rise to any such condition or may be waived by us in whole or in part at any time and from time to time. The failure by us at any time to exercise any of the foregoing rights shall not be deemed a waiver of any of those rights and each of those rights shall be deemed an ongoing right which may be asserted at any time and from time to time. Any determination made by us concerning an event, development or circumstance described or referred to above will be conclusive and binding.

If any of the foregoing conditions are not satisfied, we may, at any time on or prior to the expiration date:

- terminate the exchange offer and return all tendered old notes to the respective tendering holders;
- modify, extend or otherwise amend the exchange offer and retain all tendered old notes until the expiration date, as extended, subject, however, to the withdrawal rights of holders; or
- to the extent lawful, waive the unsatisfied conditions with respect to the exchange offer and accept all old notes tendered and not previously validly withdrawn. If this waiver constitutes a waiver of a material condition to the exchange offer, we will disclose this change by means of a prospectus supplement that will be circulated to the registered holders of the old notes, and we will extend the exchange offer for a period of at least five business days if the exchange offer would otherwise have expired during that period.

In addition, we will not accept for exchange any old notes tendered, and no new notes will be issued in exchange for those old notes, if at such time any stop order shall be threatened or in effect with respect to the registration statement of which this prospectus constitutes a part or with respect to the qualification of the indenture governing the new notes under the Trust Indenture Act of 1939, as amended.

Effect of Tender

Any tender by a holder, and our subsequent acceptance of that tender, of old notes will constitute a binding agreement between that holder and us upon the terms and subject to the conditions of the exchange offer described in this prospectus and in the letter of transmittal. The acceptance of the exchange offer by a tendering holder of old notes will constitute the agreement by that holder to deliver good and marketable title to the tendered old notes, free and clear of any and all liens, restrictions, charges, pledges, security interests, encumbrances or rights of any kind of third parties.

Letter of Transmittal; Representations and Warranties of Holders of Old Notes

Upon agreement to the terms of the letter of transmittal, a holder, or the beneficial holder of old notes on behalf of which the holder has tendered, will, subject to that holder's ability to withdraw its tender, and subject to the terms and conditions of the exchange offer generally, exchange, assign and transfer to us all right, title and interest in and to such old notes tendered for exchange.

In addition, by tendering old notes in the exchange offer, each holder of old notes will represent, warrant and agree, among other things, that (i) any new notes received by it will be acquired in the ordinary course of business of the holder; (ii) the holder does not have an arrangement or understanding with any person or entity to participate in the distribution (within the meaning of the federal securities laws) of the new notes; (iii) the holder is not engaged in and does not intend to engage in the distribution (within the meaning of the federal securities laws) of the new notes; (iv) if the holder is a broker-dealer that will receive new notes for its own account in

exchange for old notes, the holder acquired those old notes as a result of market-making activities or other trading activities and it will deliver this prospectus, as required by law, in connection with any resale of the new notes (provided, however, that by acknowledging that it will deliver, and by delivering, a prospectus, the holder will not be deemed to admit that it is an underwriter within the meaning of the Securities Act); (v) the holder is not an "affiliate," as defined in Rule 405 under the Securities Act, of ours; and (vi) the holder is not acting on behalf of any person or entity who could not truthfully make the statements set forth in (i) through (v) above.

The representations, warranties and agreements of a holder tendering old notes will be deemed to be repeated and reconfirmed on and as of the expiration date and the settlement date of the exchange offer.

Absence of Dissenters' Rights

Holders of the old notes do not have any appraisal or dissenters' rights in connection with the exchange offer.

Acceptance of Old Notes for Exchange and Delivery of New Notes

On the settlement date, new notes to be issued in exchange for old notes in the exchange offer, if consummated, will be delivered in book-entry form.

We will be deemed to accept validly tendered old notes that have not been validly withdrawn as provided in this prospectus when, and if, we give oral or written notice of acceptance to the exchange agent. Subject to the terms and conditions of the exchange offer, delivery of the new notes will be made by the exchange agent on the settlement date following receipt of that notice. The exchange agent will act as agent for tendering holders of old notes for the purpose of receiving old notes and transmitting new notes as of the settlement date. If any tendered old notes are not accepted for any reason described in the terms and conditions of the exchange offer, such unaccepted old notes will be returned without expense to the tendering holders promptly after the expiration or termination of the exchange offer.

Procedures for Tendering

To participate in the exchange offer, you must properly tender your old notes to the exchange agent as described below. We will only issue new notes in exchange for old notes that you timely and properly tender. Therefore, you should allow sufficient time to ensure timely delivery of the old notes, and you should follow carefully the instructions on how to tender your old notes. It is your responsibility to properly tender your old notes. We have the right to waive any defects. However, we are not required to waive defects, and neither we, nor the exchange agent is required to notify you of defects in your tender.

If you have any questions or need help in exchanging your old notes, please contact the exchange agent at the address or telephone numbers set forth below.

All of the old notes were issued in book-entry form, and all of the old notes are currently represented by global certificates registered in the name of Cede & Co., the nominee of DTC. We have confirmed with DTC that the old notes may be tendered using DTC's automatic tender offer program, or ATOP. The exchange agent will establish an account with DTC for purposes of the exchange offer promptly after the commencement of the exchange offer, and DTC participants may electronically transmit their acceptance of the exchange offer by causing DTC to transfer their old notes to the exchange agent using the ATOP procedures. In connection with the transfer, DTC will send an "agent's message" to the exchange agent. The agent's message will state that DTC has received instructions from the participant to tender old notes and that the participant agrees to be bound by the terms of the letter of transmittal.

By using the ATOP procedures to exchange old notes, you will not be required to deliver a letter of transmittal to the exchange agent. However, you will be bound by its terms just as if you had signed it.

If an agent's message is not delivered through ATOP, or if for any reason physical certificates representing the old notes have been issued to you and you are delivering such certificates for exchange, you must deliver an executed letter of transmittal to the exchange agent at the address set forth below under the caption "Exchange Agent."

There is no procedure for guaranteed late delivery of the old notes.

Determinations Under the Exchange Offer. We will reasonably determine in our sole discretion all questions as to the validity, form, eligibility, time of receipt, acceptance of tendered old notes and withdrawal of tendered old notes. Our determination will be final and binding. We reserve the right to reject any old notes not properly tendered or any old notes our acceptance of which would, in the opinion of our counsel, be unlawful. We also reserve the right to waive any defect, irregularities or conditions of tender as to particular old notes. Our interpretation of the terms and conditions of the exchange offer, including the instructions in the letter of transmittal, will be final and binding on all parties. Unless waived, all defects or irregularities in connection with tenders of old notes must be cured within such time as we shall determine. Although we intend to notify holders of defects or irregularities with respect to tenders of old notes, neither we, the exchange agent nor any other person will incur any liability for failure to give such notification. Tenders of old notes will not be deemed made until such defects or irregularities have been cured or waived. Any old notes received by the exchange agent that are not properly tendered and as to which the defects or irregularities have not been cured or waived will be returned to the tendering holder promptly after the expiration date of the exchange.

When We Will Issue New Notes. In all cases, we will issue new notes for old notes that we have accepted for exchange under the exchange offer only after the exchange agent receives, prior to 5:00 p.m., New York City time, on the expiration date:

- A book-entry confirmation of such number of old notes into the exchange agent's account at DTC; and
- A properly transmitted agent's message; or
- If an agent's message is not delivered through ATOP, or if for any reason physical certificates representing the old notes have been issued to you and you are delivering such certificates for exchange, a properly completed and duly executed letter of transmittal, together with physical certificates representing old notes being submitted for exchange, if applicable.

Return of Old Notes Not Accepted or Exchanged. If we do not accept any tendered old notes for exchange or if old notes are submitted for a greater principal amount than the holder desires to exchange, the unaccepted or non-exchanged old notes will be returned without expense to their tendering holder. Such non-exchanged old notes will be credited to an account maintained with DTC. These actions will occur promptly after the expiration or termination of the exchange offer.

Participating Broker-Dealers. Each broker-dealer that receives new notes for its own account in exchange for old notes, where those old notes were acquired by such broker-dealer as a result of market-making activities or other trading activities, must acknowledge that it will deliver a prospectus in connection with any resale of those new notes. See "Plan of Distribution."

Withdrawal of Tenders

Tenders of old notes may be withdrawn at any time prior to 5:00 p.m., New York City time, on the expiration date.

For a withdrawal to be effective, you must comply with the appropriate ATOP procedures or send a written notice of withdrawal to the exchange agent at the address set forth below under the caption "Exchange Agent." Any notice of withdrawal made pursuant to ATOP procedures must specify the name and number of the account at DTC to be credited with withdrawn old notes and otherwise comply with the ATOP procedures. Any written

notice of withdrawal submitted outside of ATOP procedures must specify the name of the person who tendered the outstanding notes to be withdrawn, identify the outstanding notes to be withdrawn, including the principal amount of such outstanding notes and, where certificates for outstanding notes are transmitted, specify the name in which outstanding notes are registered, if different from that of the withdrawing holder. If certificates for outstanding notes have been delivered or otherwise identified to the exchange agent, then, prior to the release of such certificates the withdrawing holder must also submit the serial numbers of the particular certificates to be withdrawn and a signed notice of withdrawal with signatures guaranteed by an eligible institution, unless such holder is an eligible institution.

We will reasonably determine all questions as to the validity, form, eligibility and time of receipt of a notice of withdrawal. Our determination will be final and binding on all parties. We will deem any old notes so withdrawn not to have been validly tendered for exchange for purposes of the exchange offer.

Any old notes that have been tendered for exchange using ATOP procedures but that are not exchanged for any reason will be credited to an account maintained with DTC for the old notes. This return or crediting will take place promptly after withdrawal, rejection of tender, expiration or termination of the exchange offer. Any certificates representing outstanding notes which have been tendered for exchange but which are not exchanged for any reason will be returned to the holder of those outstanding notes without cost to the holder. You may retender properly withdrawn old notes by following the procedures described under "—Procedures for Tendering" above at any time on or prior to the expiration date of the exchange offer.

Exchange Agent

U.S. Bank National Association has been appointed as the exchange agent for the exchange offer. All correspondence in connection with the exchange offer should be sent or delivered by each holder of old notes, or a beneficial owner's commercial bank, broker, dealer, trust company or other nominee, to the exchange agent at:

U.S. Bank National Association
Attn: Lori Buckles
60 Livingston Avenue
Mail Station—EP-MN-WS2N
St. Paul, MN 55107-2292
Phone: (651) 495-3520
Fax: (651) 495-8158

Questions concerning tender procedures and requests for additional copies of this prospectus or the letter of transmittal should be directed to the exchange agent at the address, telephone numbers or fax number listed above. Holders of old notes may also contact their commercial bank, broker, dealer, trust company or other nominee for assistance concerning the exchange offer. We will pay the exchange agent reasonable and customary fees for its services and will reimburse it for its reasonable out-of-pocket expenses.

Announcements

We may make any announcement required pursuant to the terms of this prospectus or required by the Exchange Act or the rules promulgated thereunder through a reasonable press release or other public announcement in our sole discretion.

Other Fees and Expenses

We will bear the expenses of soliciting tenders of the old notes. The principal solicitation is being made by mail. Additional solicitations may, however, be made by e-mail, facsimile transmission, telephone or in person by the exchange agent, as well as by our officers and other employees and those of our affiliates.

We have not retained any dealer-manager in connection with this exchange offer and will not make any payments to broker-dealers or others soliciting acceptances of the exchange offer. However, we will pay the exchange agent reasonable and customary fees for its services and will reimburse it for its reasonable out-of-pocket expenses.

Tendering holders of old notes will not be required to pay any fee or commission to the exchange agent. If, however, a tendering holder handles the transaction through its commercial bank, broker, dealer, trust company or other institution, that holder may be required to pay brokerage fees or commissions.

Accounting Treatment

We will record the new notes in our accounting records at the same carrying value as the old notes. Accordingly, we will not recognize any gain or loss for accounting purposes in connection with the exchange offer, other than the recognition of the fees and expenses of the offering as stated under "—Other Fees and Expenses."

Transfer Taxes

Holders who tender their old notes for exchange will not be obligated to pay any transfer taxes in connection with that tender or exchange, except that holders who instruct us to register new notes in the name of, or request that old notes not tendered or not accepted in the exchange offer be returned to, a person other than the registered tendering holder will be responsible for the payment of any applicable transfer tax on those old notes.

Consequences of Failure to Exchange

Holders of old notes who do not exchange their old notes for new notes under this exchange offer will remain subject to the restrictions on transfer applicable in the old notes (i) as set forth in the legend printed on the old notes as a consequence of the issuance of the old notes pursuant to exemptions from, or in transactions not subject to, the registration requirements of the Securities Act and applicable state securities laws and (ii) otherwise as set forth in the offering memorandum distributed in connection with the private offering of the old notes.

Any old notes not tendered by their holders in exchange for new notes in this exchange offer will not retain any rights under the registration rights agreement (except in certain limited circumstances). See "—Resale Registration Statement; Additional Interest."

In general, you may not offer or sell the old notes unless they are registered under the Securities Act, or if the offer or sale is exempt from the registration requirements of the Securities Act and applicable state securities laws. We do not intend to register resales of the old notes under the Securities Act. Based on interpretations of the SEC staff, new notes issued pursuant to this exchange offer may be offered for resale, resold or otherwise transferred by their holders (other than any such holder that is our "affiliate" within the meaning of Rule 405 under the Securities Act) without compliance with the registration and prospectus delivery provisions of the Securities Act, provided that the holders acquired the new notes in the ordinary course of business and the holders are not engaged in, have no arrangement with any person to participate in, and do not intend to engage in, any public distribution of the new notes to be acquired in this exchange offer. Any holder who tenders in this exchange offer and is engaged in, has an arrangement with any person to participate in, or intends to engage in, any public distribution of the new notes (i) may not rely on the applicable interpretations of the SEC and (ii) must comply with the registration and prospectus delivery requirements of the Securities Act in connection with a secondary resale transaction.

Resale Registration Statement; Additional Interest

Under the registration rights agreement, we have agreed that if (i) the registration statement related to this prospectus and this exchange offer is not filed with the SEC on or prior to the date that is 30 days after October 9,

2012 (or if such 30th day is not a business day, the next succeeding business day), (ii) this registration statement has not been declared effective by the SEC on or prior to the date that is 120 days after October 9, 2012 (or if such 120th day is not a business day, the next succeeding business day), (iii) the exchange offer has not been consummated within 150 days after October 9, 2012 (or if such 150th day is not a business day, the next succeeding business day), (iv) a shelf registration statement is not filed within the Shelf Filing Deadline or has not been declared effective by the SEC on or prior to the date specified for such effectiveness in this Agreement, or (v) any registration statement required by the registration rights agreement is filed and declared effective but thereafter ceases to be effective or fails to be usable for its intended purpose without being succeeded immediately by a post-effective amendment to such registration statement that cures such failure and that is itself immediately declared effective) (each such event referred to in clauses (i) through (v), a "registration default"), we have agreed that the interest rate on the old notes shall increase by 0.25% per annum during the 90-day period immediately following the occurrence of any registration default and shall increase by 0.25% per annum at the end of each subsequent 90-day period (such increase "additional interest"), but in no event shall such increase exceed 1.00% per annum. Following the cure of all registration defaults, the interest rate borne by the old notes will be reduced to the original interest rate borne by the old notes; *provided*, *however*, that, if after any such reduction in interest rate due to the cure of a registration default, a different registration default occurs, the interest rate borne by the old notes shall again be increased pursuant to the foregoing provisions. In no event will we be required to pay additional interest for more than one registration default at any given time.

Other

Participation in this exchange offer is voluntary, and you should carefully consider whether to participate. You are urged to consult your financial and tax advisors in making your own decision as to what action to take.

DESCRIPTION OF THE NOTES

We will issue up to $128,035,000 aggregate principal amount of new 7.75% Senior Subordinated Notes due 2019 (the "new notes") pursuant to this exchange offer. The new notes will be issued as additional debt securities under the indenture dated as of February 7, 2011 among us, the Guarantors party to the indenture and U.S. Bank National Association, as trustee (the "trustee"). The term "notes" includes the old and any new notes issued under the indenture pursuant to the registration rights agreement. The terms of the notes include those stated in the indenture and those made part of the indenture by reference to the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act").

The following description is a summary, and does not describe every aspect of the new notes and the indenture. The following description is subject to, and qualified in its entirety by, all the provisions of the indenture, including definitions of certain terms used in the indenture. Anyone who receives this prospectus may obtain a copy of the indenture without charge upon request. See "Where You Can Find More Information and Incorporation by Reference." We urge you to read the indenture and the new notes because they, and not this description, define your rights as a holder of the new notes. You can obtain a copy of the indenture from the trustee.

You can find the definitions of certain terms used in this description under "—Certain Definitions." Certain defined terms used in this description but not defined below under the caption "—Certain Definitions" have the meanings assigned to them in the indenture and/or the registration rights agreement.

Brief Description of the Notes and the Subsidiary Guarantees

The old notes are, and the new notes will be:

- general unsecured obligations of Casella;
- subordinated in right of payment to all existing and future Senior Debt of Casella;
- equal in right of payment to all future senior subordinated Indebtedness of Casella;
- senior in right of payment to any future Indebtedness of Casella that expressly provides that it is junior in right of payment to the notes; and
- unconditionally guaranteed by the Guarantors.

The notes are guaranteed by each existing and future Restricted Subsidiary of Casella, other than any Foreign Subsidiary, any Insurance Subsidiary and certain Restricted Subsidiaries of Casella that do not guarantee the Senior Credit Facility, the Second Lien Notes or, in each case, any Permitted Refinancing Indebtedness in respect thereof.

The Subsidiary Guarantee by each Guarantor of the old notes is, and the Subsidiary Guarantee of the new notes will be:

- a general unsecured obligation of such Guarantor;
- subordinated in right of payment to all existing and future Senior Debt of such Guarantor;
- effectively subordinated to all of the liabilities of Casella's Subsidiaries that are not providing a Subsidiary Guarantee;
- equal in right of payment to all future senior subordinated Indebtedness of such Guarantor; and
- senior in right of payment to all future Indebtedness of such Guarantor that expressly provides that it is junior in right of payment to the Subsidiary Guarantee of such Guarantor.

As of October 10, 2012, Casella and the Guarantors had total senior debt outstanding of approximately $197.4 million (not including outstanding letters of credit of approximately $29.7 million) and an additional $102.0 million available to be borrowed under our Senior Credit Facility. As indicated above and as discussed in detail below under the subheading "—Subordination," payments on the notes and under the Subsidiary Guarantees will be subordinated to the payment of Senior Debt. The indenture permits us and the Guarantors to incur additional Senior Debt.

As of the date of the indenture, all Subsidiaries will be "Restricted Subsidiaries." However, under the circumstances described below under "—Certain Covenants—Designation of Restricted and Unrestricted Subsidiaries," we will be permitted to designate certain of our subsidiaries as "Unrestricted Subsidiaries." Unrestricted Subsidiaries will not guarantee the notes or be subject to the restrictive covenants in the indenture, but transactions between Casella and/or any of its Restricted Subsidiaries on the one hand and any of the Unrestricted Subsidiaries on the other hand will be subject to certain restrictive covenants.

Our Unrestricted Subsidiaries, Foreign Subsidiaries, any Insurance Subsidiary and certain Restricted Subsidiaries will not guarantee the notes. The old notes are, and the new notes will be, structurally subordinated to the Indebtedness and other obligations (including trade payables) of our Unrestricted Subsidiaries, Foreign Subsidiaries and any Insurance Subsidiary.

Principal, Maturity and Interest

The indenture provides for the issuance of additional notes having identical terms and conditions to the initial notes (the "additional notes"), other than issue date, issue price, initial interest payment date and initial interest record date. Such additional notes may be issued subject to compliance with the covenants contained in the indenture. Any additional notes will be part of the same issue as the initial notes and will vote on all matters together with the initial notes. However, the CUSIP numbers for the initial notes and any additional notes will be different unless the initial notes and such additional notes are fungible for U.S. federal income tax purposes and, even in such case, only after the restrictive legends on the initial notes and such additional notes have been removed.

We will issue notes in denominations of $2,000 and integral multiples of $1,000 in excess thereof.

The notes will mature on February 15, 2019.

Interest on the Notes accrues at the rate of 7.75% per annum and is payable semi-annually in arrears on February 15 and August 15. Commencing on February 15, 2013, Casella will make each interest payment to the Holders of record of the new notes on the immediately preceding February 1 and August 1. Interest on the new notes will be deemed to have accrued from August 15, 2012. Interest will be computed on the basis of a 360-day year comprised of twelve 30-day months.

Methods of Receiving Payments on the Notes

If a Holder has given wire transfer instructions to Casella, Casella will make all principal, premium, if any, and interest payments on those notes in accordance with those instructions. All other payments on the notes will be made at the office or agency of the paying agent (the "Paying Agent") and the registrar (the "Registrar") within the City and State of New York unless Casella elects to make interest payments by check mailed to the Holders at their address set forth in the register of Holders.

Paying Agent and Registrar for the Notes

The trustee will initially act as Paying Agent and Registrar. Casella may change the Paying Agent or Registrar without prior notice to the Holders of the notes, and Casella or any of its Subsidiaries may act as Registrar and, except under certain circumstances specified in the indenture, Paying Agent.

Transfer and Exchange

A Holder may transfer or exchange notes in accordance with the indenture. The Registrar and the trustee may require a Holder, among other things, to furnish appropriate endorsements and transfer documents, and Casella may require a Holder to pay any taxes and fees required by law or permitted by the indenture. Casella is not required to transfer or exchange any note selected for redemption. Also, Casella is not required to transfer or exchange any note for a period of 15 days before a selection of notes to be redeemed. The registered Holder of a note will be treated as the owner of it for all purposes.

Subsidiary Guarantees

The Guarantors will jointly and severally, fully and unconditionally, guarantee Casella's obligations under the notes. The Subsidiary Guarantee of each Guarantor will be subordinated to the prior payment in full in cash or cash equivalents of all Senior Debt of that Guarantor to the same extent that the notes are subordinated to Senior Debt of Casella. The obligations of each Guarantor under its Subsidiary Guarantee will be limited as necessary to prevent that Subsidiary Guarantee from constituting a fraudulent conveyance under applicable law. See "Risk Factors—Risks Related to the Exchange Offer and the Notes—A court could void our subsidiaries' guarantees of the notes under fraudulent transfer laws."

The Subsidiary Guarantee of a Guarantor will be released:

- upon the sale or other disposition (including by way of merger or consolidation), to any Person that is not an Affiliate of Casella, of all of the Capital Stock of that Guarantor held by Casella or any of its Restricted Subsidiaries or of all or substantially all of the assets of that Guarantor; *provided* that such sale or other disposition is made in accordance with the indenture;
- upon the contemporaneous or substantially contemporaneous release or discharge of such Guarantor (1) as a guarantor, borrower and/or issuer in respect of the Senior Credit Facility or the Second Lien Notes and (2) if the Senior Credit Facility has been terminated, as a guarantor of any issue of any other Indebtedness of more than $5.0 million in aggregate principal amount (per issue) of Casella or any of its Restricted Subsidiaries (other than any Subsidiaries of such Guarantor), except, in each case, as a result of payment by a guarantor in its capacity as a guarantor (and not as a borrower and/or issuer); or
- if Casella designates such Guarantor as an Unrestricted Subsidiary in accordance with the indenture.

Subordination

The payment of all Obligations on or relating to the notes is subordinated in right of payment to the prior payment in full in cash or cash equivalents of all Obligations on Senior Debt of Casella (including all Obligations with respect to the Senior Credit Facility and all obligations with respect to the Second Lien Notes, whether outstanding on the Issue Date or thereafter incurred). Notwithstanding the foregoing, payments and distributions made from the trust established pursuant to the provisions described under "—Legal Defeasance and Covenant Defeasance" shall not be so subordinated in right of payment so long as the payments into the trust were made in accordance with the requirements described under "—Legal Defeasance and Covenant Defeasance" and did not violate the subordination provisions when they were made.

The holders of Senior Debt will be entitled to receive payment in full in cash or cash equivalents of all Obligations due in respect of Senior Debt before the Holders of notes will be entitled to receive any payment or distribution of any kind or character with respect to any Obligations on, or relating to, the notes (other than payments or distributions of Permitted Junior Securities) in the event of any distribution to creditors of Casella:

(1) in a total or partial liquidation, dissolution or winding up of Casella;

(2) in a bankruptcy, reorganization, insolvency, receivership or similar proceeding relating to Casella or its assets;

(3) in an assignment for the benefit of creditors; or

(4) in any marshalling of Casella's assets and liabilities.

Casella also may not make any payment or distribution of any kind or character with respect to any Obligations on, or relating to, the notes or acquire any notes for cash or assets or otherwise, other than payments or distributions of Permitted Junior Securities and payments and distributions made from the trust established pursuant to the provisions described under "—Legal Defeasance and Covenant Defeasance" so long as the payments into the trust were made in accordance with the requirements described under "—Legal Defeasance and Covenant Defeasance" and did not violate the subordination provisions when they were made, if:

(1) a payment default under the Senior Credit Facility, the Second Lien Notes Documents or any other Senior Debt (in the case of such other Senior Debt, only if the aggregate principal amount thereof exceeds $5.0 million) occurs and is continuing beyond the applicable grace period, if any; or

(2) any other default occurs and is continuing on Designated Senior Debt that permits holders of the Designated Senior Debt to accelerate its maturity and the trustee receives a notice of such default (a "Payment Blockage Notice") from the Representative of such Designated Senior Debt.

Payments on and distributions with respect to any Obligations on, or with respect to, the notes may and shall be resumed:

(1) in the case of a payment default, upon the date on which all such payment defaults are cured or waived; and

(2) in case of a nonpayment default with respect to Designated Senior Debt, the earliest of (w) the date on which all such nonpayment defaults are cured or waived, (x) 179 days after the date on which the applicable Payment Blockage Notice is received, (y) all Designated Senior Debt with respect to which any such nonpayment default has occurred and is continuing is discharged or paid in full in cash or cash equivalents, or (z) the date on which the Trustee receives notice from the Representative for such Designated Senior Debt rescinding the Payment Blockage Notice, unless the maturity of any Designated Senior Debt has been and remains accelerated.

No new Payment Blockage Notice may be delivered unless and until 360 days have elapsed since the effectiveness of the immediately prior Payment Blockage Notice.

No nonpayment default that existed or was continuing on the date of delivery of any Payment Blockage Notice to the Trustee shall be, or be made, the basis for a subsequent Payment Blockage Notice unless such default shall have been cured or waived for a period of not less than 90 consecutive days (it being acknowledged that any subsequent action, or any breach of any financial covenants for a period ending after the date of delivery of such initial Payment Blockage Notice that in either case would give rise to a default pursuant to any provisions under which a default previously existed or was continuing shall constitute a new default for this purpose).

Casella must promptly notify holders of Senior Debt if payment of the notes is accelerated because of an Event of Default.

As a result of the subordination provisions described above, in the event of a bankruptcy, liquidation or reorganization of Casella, Holders of the notes may recover less ratably than creditors of Casella who are holders of Senior Debt. See "Risk Factors—Risks Related to the Exchange Offer and the Notes—The notes and the guarantees will be unsecured and subordinated to our senior debt."

Optional Redemption

Prior to February 15, 2014, Casella may on any one or more occasions redeem up to 35% of the aggregate principal amount of notes issued under the indenture at a redemption price equal to 107.750% of the principal amount thereof, plus accrued and unpaid interest to the redemption date, with the net cash proceeds of one or more Public Equity Offerings; *provided* that

- at least 65% of the aggregate principal amount of notes issued under the indenture remains outstanding immediately after such redemption (excluding notes held by Casella or any of its Subsidiaries); and

- the redemption must occur within 90 days after the closing of such Public Equity Offering (disregarding the date of closing of any over-allotment option with respect thereto).

On or after February 15, 2015, Casella may from time to time redeem some or all of the notes upon not less than 30 nor more than 60 days' notice, at the redemption prices (expressed as percentages of principal amount) set forth below, plus accrued and unpaid interest thereon, if any, to the applicable redemption date, if redeemed during the twelve month period beginning on February 15 of the years indicated below:

Year	Percentage
2015	103.875%
2016	101.938%
2017 and thereafter	100.000%

In addition, the notes may be redeemed, in whole or in part, at any time prior to February 15, 2015, at the option of Casella upon not less than 30 nor more than 60 days' notice, at a redemption price equal to 100% of the principal amount of the notes redeemed plus the Applicable Premium as of, and accrued and unpaid interest to, the applicable redemption date (subject to the right of holders of record on the relevant interest record date to receive interest due on the relevant interest payment date). "Applicable Premium" means, with respect to any note on any applicable redemption date, the greater of:

- 1.0% of the principal amount of such note; and
- the excess, if any, of:
- the present value at such redemption date of (i) the redemption price of such note at February 15, 2015 (such redemption price being set forth in the table appearing above under this section "Optional Redemption") plus (ii) all required interest payments (excluding accrued and unpaid interest to such redemption date) due on such note through February 15, 2015 computed using a discount rate equal to the Treasury Rate as of such redemption date plus 50 basis points; over
- the principal amount of such note.

"Treasury Rate" means, as of any redemption date, the yield to maturity at the time of computation of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 (519) which has become publicly available at least two business days prior to the redemption date (or, if such Statistical Release is no longer published, any publicly available source or similar market data)) most nearly equal to the period from the redemption date to February 15, 2015; *provided*, *however*, that if the period from the redemption date to February 15, 2015 is not equal to the constant maturity of a United States Treasury security for which a weekly average yield is given, the Treasury Rate shall be obtained by linear interpolation (calculated to the nearest one-twelfth of a year) from the weekly average yields of United States Treasury securities for which such yields are given, except that if the period from the redemption date to February 15, 2015 is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year shall be used.

Casella may acquire notes by means other than a redemption, whether pursuant to an issuer tender offer, open market purchases, negotiated transactions or otherwise, so long as such acquisition does not otherwise violate the terms of the indenture.

Selection and Notice

If less than all of the notes are to be redeemed at any time, the trustee will select notes for redemption as follows:

- if the notes are listed on a national securities exchange, in compliance with the requirements of the principal national securities exchange on which the notes are listed; or

- if the notes are not so listed, on a pro rata basis or on as nearly a pro rata basis as practicable (subject, to the extent the notes are then represented by one or more global notes registered in the name of or held by The Depository Trust Company or its nominee, to the procedures of The Depository Trust Company).

No notes of $2,000 or less shall be redeemed in part. Notices of redemption shall be mailed by first class mail at least 30 but not more than 60 days before the redemption date to each Holder of notes to be redeemed at its registered address. Notices of redemption may not be conditional.

If any note is to be redeemed in part only, the notice of redemption that relates to that note shall state the portion of the principal amount thereof to be redeemed. A new note in principal amount equal to the unredeemed portion of the old note will be issued in the name of the Holder thereof upon cancellation of the old note. Notes called for redemption become due on the date fixed for redemption. On and after the redemption date, interest ceases to accrue on notes or portions of them called for redemption.

Repurchase at the Option of Holders

Change of Control

If a Change of Control occurs, each Holder of notes will have the right to require Casella to repurchase all or any part (equal to $2,000 or an integral multiple of $1,000 in excess thereof) of that Holder's notes pursuant to a Change of Control Offer (the "Change of Control Offer"). In the Change of Control Offer, Casella will offer to pay an amount in cash (the "Change of Control Payment") equal to 101% of the aggregate principal amount of notes repurchased, plus accrued and unpaid interest thereon, if any, to the date of purchase. Within 30 days following any Change of Control, Casella will mail a notice to each Holder describing the transaction or transactions that constitute the Change of Control and offering to repurchase notes on the date (the "Change of Control Payment Date") specified in such notice, which date shall be no earlier than 30 days and no later than 60 days from the date such notice is mailed, pursuant to the procedures required by the indenture and described in such notice.

On or before the Change of Control Payment Date, Casella will, to the extent lawful:

- accept for payment all notes or portions thereof properly tendered pursuant to the Change of Control Offer;
- deposit with the Paying Agent an amount equal to the Change of Control Payment in respect of all notes or portions thereof so tendered; and
- deliver or cause to be delivered to the trustee the notes so accepted together with an Officers' Certificate stating the aggregate principal amount of notes or portions thereof being purchased by Casella.

The Paying Agent will promptly mail to each Holder of notes so tendered the Change of Control Payment for such notes, and the trustee will promptly authenticate and mail (or cause to be transferred by book entry) to each Holder a new note equal in principal amount to any unpurchased portion of the notes surrendered, if any; *provided* that each such new note will be in a principal amount of $2,000 or an integral multiple of $1,000 in excess thereof.

Prior to complying with any of the provisions of this "Change of Control" covenant, but in any event within 90 days following a Change of Control, Casella will either repay all outstanding Senior Debt that is governed by agreements that would prevent Casella from complying with such "Change of Control" provisions, or obtain the requisite consents, if any, under all such agreements governing such outstanding Senior Debt to permit the repurchase of notes required by this covenant. Casella will publicly announce the results of the Change of Control Offer as soon as practicable after the Change of Control Payment Date.

Casella will not be required to make a Change of Control Offer upon a Change of Control if a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in the indenture applicable to a Change of Control Offer made by Casella and purchases all notes validly tendered and not withdrawn under such Change of Control Offer.

Notwithstanding the foregoing, Casella shall not be required to make a Change of Control Offer, as provided above, if, in connection with or in contemplation of any Change of Control, it or a third party has made an offer to purchase (an "Alternate Offer") any and all notes validly tendered at a cash price equal to or higher than the Change of Control Payment and has purchased all notes properly tendered in accordance with the terms of such Alternate Offer. The Alternate Offer shall remain, if commenced prior to the Change of Control, open for acceptance until the consummation of the Change of Control, must permit Holders to withdraw any tenders of notes made into the Alternate Offer until the final expiration or consummation thereof and must comply with all the other provisions applicable to the Change of Control Offer.

Casella will comply, and will cause any third party making a Change of Control Offer or an Alternate Offer to comply, with the requirements of Rule 14e-1 under the Securities Exchange Act of 1934, as amended (the "Exchange Act") and any other securities laws and regulations thereunder to the extent such laws and regulations are applicable in connection with a Change of Control Offer or an Alternate Offer. To the extent the provisions of any applicable securities laws or regulations conflict with the provisions of the indenture relating to a Change of Control Offer, Casella will not be deemed to have breached its obligations under the indenture by virtue of complying with such laws or regulations.

The occurrence of a Change of Control would constitute an event of default under Casella's Senior Credit Facility and would trigger the requirement under the Second Lien Notes Documents of Casella to offer to repurchase the Second Lien Notes. In addition, the Senior Credit Facility and the Second Lien Notes Documents prohibit Casella from purchasing any notes, subject to the terms and conditions of the applicable agreements, and the agreements governing any future Senior Debt may prohibit Casella from purchasing any notes, subject to the terms and conditions of the applicable agreements, and may also provide that certain change of control events with respect to Casella would constitute a default under such agreements. In the event a Change of Control occurs at a time when Casella is prohibited from purchasing notes as required under the indenture, Casella could seek the consent of the holders of any applicable Senior Debt to the purchase of notes or could attempt to refinance the Senior Debt that contains such prohibition. If Casella does not obtain such a consent or repay such Senior Debt, Casella will remain prohibited from purchasing notes. In such a case, Casella's failure to purchase notes as required by the indenture would constitute an Event of Default with respect to the notes which would, in turn, constitute a default under such Senior Debt. In such circumstances, the subordination provisions in the indenture would likely restrict payments to the Holders of notes.

If a Change of Control were to occur, there can be no assurance that Casella would have sufficient funds to pay the purchase price for all notes and amounts due under other Indebtedness that Casella may be required to repurchase or repay or that Casella or the other Guarantors would be able to make such payments. In the event that Casella were required to purchase outstanding notes pursuant to a Change of Control Offer, Casella expects that it would need to seek third party financing to the extent it does not have available funds to enable Casella to meet its purchase obligations. However, there can be no assurance that Casella would be able to obtain such financing.

The definition of Change of Control includes a phrase relating to the sale, lease, transfer, conveyance or other disposition of "all or substantially all" of the assets of Casella and its Subsidiaries taken as a whole. Although there is a limited body of case law interpreting the phrase "substantially all," there is no precise established definition of the phrase under applicable law. Accordingly, the ability of a Holder of notes to require Casella to repurchase such notes as a result of a sale, lease, transfer, conveyance or other disposition of less than all of the assets of Casella and its Subsidiaries taken as a whole may be uncertain.

The provisions described above that require Casella to make a Change of Control Offer following a Change of Control will be applicable regardless of whether or not any other provisions of the indenture are applicable. Except as described above with respect to a Change of Control, the indenture does not contain provisions that permit the Holders of the notes to require that Casella repurchase or redeem the notes in the event of a takeover, recapitalization or similar transaction.

Asset Sales

Casella will not, and will not permit any of its Restricted Subsidiaries to, consummate an Asset Sale unless:

- Casella or such Restricted Subsidiary, as the case may be, receives consideration at the time of such Asset Sale at least equal to the fair market value (as determined in good faith by Casella) of the assets or Equity Interests issued, sold or otherwise disposed of; and
- at least 75% of the consideration therefor received by Casella or such Restricted Subsidiary is in the form of cash or Cash Equivalents and is received at the time of such Asset Sale.

For purposes of the last bullet in the preceding paragraph, each of the following shall be deemed to be cash:

(a) the amount of any liabilities shown on Casella's or such Restricted Subsidiary's most recent balance sheet (other than contingent liabilities and liabilities that are by their terms subordinated to the notes or any Subsidiary Guarantee) that are assumed by another Person and from which Casella and its Restricted Subsidiaries are released from further liability;

(b) any securities, notes or other obligations received by Casella or any such Restricted Subsidiary from such transferee that are promptly (subject to ordinary settlement periods) converted by Casella or such Restricted Subsidiary into cash (to the extent of the cash received in that conversion); and

(c) the fair market value (as determined in good faith by the Board of Directors of Casella) of any Replacement Assets received.

Within 365 days after the receipt of any Net Proceeds from an Asset Sale, Casella may apply such Net Proceeds at its option:

(a) to repay Senior Debt and, if the Senior Debt repaid is revolving credit Indebtedness, to permanently reduce a corresponding amount of commitments with respect thereto;

(b) to make an investment in or expenditures for assets (excluding securities other than Capital Stock of any Person that (A) is or becomes a Guarantor or (B) is merged, consolidated or amalgamated with or into, or transfers all or substantially all of its assets to, or is liquidated into, Casella or any Guarantor) that replace the assets that were the subject of the Asset Sale or that will be used in the Permitted Business ("Replacement Assets"); and/or

(c) to redeem notes pursuant to any of the provisions of the indenture described under the caption "—Optional Redemption."

Pending the final application of any such Net Proceeds, Casella may temporarily reduce revolving credit borrowings or otherwise invest such Net Proceeds in any manner that is not prohibited by the indenture.

Any Net Proceeds from Asset Sales that are not applied as provided in the preceding paragraph will constitute "Excess Proceeds." When the aggregate amount of Excess Proceeds exceeds $10.0 million, Casella will make an offer to

- all Holders of notes; and
- all holders of other Indebtedness that ranks *pari passu* with the notes containing provisions similar to those set forth in the indenture with respect to offers to purchase or redeem with the proceeds of sales of assets ("Pari Passu Debt"),

in each case, to purchase (an "Asset Sale Offer") the maximum principal amount of notes or notes and such Pari Passu Debt, as the case may be, that may be purchased out of the Excess Proceeds. The offer price in any Asset Sale Offer will be equal to (i) 100% of the principal amount of notes purchased or (ii) 100% of the principal amount of notes purchased and 100% of the principal amount (or accreted value) of such Pari Passu Debt purchased, in each case, plus accrued and unpaid interest, if any, to the date of purchase, and will be payable in cash. If the aggregate principal amount of notes and such Pari Passu Debt tendered into such Asset Sale Offer exceeds the amount of Excess Proceeds, the trustee shall select the notes and such Pari Passu Debt, as the case may be, to be purchased on a *pro rata* basis. Upon completion of each Asset Sale Offer, the amount of Excess Proceeds shall be reset at zero. Accordingly, if any Excess Proceeds remain after consummation of an Asset Sale Offer, Casella may use such Excess Proceeds for any purpose not otherwise prohibited by the indenture.

When any non-cash consideration received by Casella or any of its Restricted Subsidiaries in connection with any Asset Sale is converted into or sold or otherwise disposed of for cash or Cash Equivalents, such cash and Cash Equivalents must be applied in accordance with this covenant.

Casella will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent such laws and regulations are applicable in connection with an Asset Sale Offer. To the extent the provisions of any applicable securities laws or regulations conflict with the provisions of the indenture relating to an Asset Sale Offer, Casella will not be deemed to have breached its obligations under the indenture by virtue of complying with such laws or regulations.

The Senior Credit Facility and the Second Lien Notes Documents currently prohibit Casella from purchasing any notes, subject to the terms and conditions of the applicable agreements. In addition, the agreements governing any future Senior Debt may prohibit Casella from purchasing any notes. In the event the indenture requires Casella to make an Asset Sale Offer at a time when Casella is prohibited from purchasing notes, Casella could seek the consent of its senior debt holders to the purchase of notes, use the proceeds of the Asset Sale to pay down such Senior Debt, or attempt to refinance Senior Debt that contain such prohibitions. If Casella does not obtain such consents or repay or refinance such Senior Debt, Casella would remain prohibited from purchasing notes. In such case, Casella's failure to purchase notes when required by the indenture would constitute an Event of Default under the indenture which would, in turn, constitute a default under such Senior Debt. In such circumstances, the subordination provisions in the indenture would likely restrict payments to the Holders of notes.

Certain Covenants

Set forth below are summaries of certain covenants contained in the indenture.

Restricted Payments

Casella will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly:

(a) declare or pay any dividend or make any other payment or distribution on account of Casella's or any of its Restricted Subsidiaries' Equity Interests (including, without limitation, any payment in connection with any merger or consolidation involving Casella or any of its Restricted Subsidiaries) or to the direct or indirect holders of Casella's or any of its Restricted Subsidiaries' Equity Interests in their capacity as such (other than dividends or distributions payable solely in Qualified Capital Stock or dividends or distributions payable to Casella or any of its Restricted Subsidiaries);

(b) purchase, redeem or otherwise acquire or retire for value (including, without limitation, in connection with any merger or consolidation involving Casella or any of its Restricted Subsidiaries) any Equity Interests of Casella or any direct or indirect parent of Casella or any Restricted Subsidiary of Casella (other than any such Equity Interests owned by Casella or any of its Restricted Subsidiaries);

(c) make any payment on or with respect to, or purchase, redeem, prepay, decrease, defease or otherwise acquire or retire for value, any Indebtedness that is expressly subordinated in right of payment to the notes or any Subsidiary Guarantee, except (x) any payment of interest or principal at the Stated Maturity thereof, (y) any payment made with Qualified Capital Stock and (z) any payment made to Casella or any of its Restricted Subsidiaries; or

(d) make any Restricted Investment

(all such payments and other actions set forth in clauses (i) through (iv) above being collectively referred to as "Restricted Payments"), unless, at the time of and after giving effect to such Restricted Payment:

(1) no Default has occurred and is continuing or would occur as a consequence thereof;

(2) Casella would, at the time of such Restricted Payment and after giving pro forma effect thereto as if such Restricted Payment had been made at the beginning of the applicable Four Quarter Period, have been permitted to incur at least $1.00 of additional Indebtedness pursuant to the Coverage Ratio Exception; and

(3) such Restricted Payment, together with the aggregate amount of all other Restricted Payments made by Casella and its Restricted Subsidiaries after the date of the indenture (excluding Restricted Payments permitted by clauses (2), (3), (4) (only to the extent payable to Casella or any of its Restricted Subsidiaries), (5) and (7) of the next succeeding paragraph), is less than the sum (the "Basket"), without duplication, of

a) 50% of the Consolidated Net Income of Casella for the period (taken as one accounting period) from the beginning of the first fiscal quarter commencing after the Issue Date to the end of Casella's most recently ended fiscal quarter for which internal financial statements are available at the time of such Restricted Payment (or, if such Consolidated Net Income for such period is a deficit, less 100% of such deficit), plus

b) 100% of the aggregate net cash proceeds received by Casella since the Issue Date from the issuance and sale of Qualified Capital Stock or from the issuance and sale of convertible or exchangeable Disqualified Capital Stock or Indebtedness of Casella or any of its Restricted Subsidiaries that has been converted into or exchanged for Qualified Capital Stock (other than any issuance and sale to a Subsidiary of Casella), *less* the amount of any cash, or the fair market value of any other assets, distributed by Casella or any of its Restricted Subsidiaries upon such conversion or exchange (other than to Casella or any of its Restricted Subsidiaries), *plus*

c) to the extent not otherwise included in the calculation of Consolidated Net Income for purposes of clause (a) above, 100% of (x) any amount received in cash by Casella or any of its Restricted Subsidiaries as dividends, distributions or return of capital from, or payment of interest or principal on any loan or advance to, and (y) the aggregate net cash proceeds received by Casella or any of its Restricted Subsidiaries upon the sale or other disposition of, the investee (other than an Unrestricted Subsidiary of Casella) of any Investment made by Casella and its Restricted Subsidiaries since the Issue Date; *provided* that the foregoing sum shall not exceed, in the case of any investee, the aggregate amount of Investments previously made (and treated as a Restricted Payment) by Casella or any of its Restricted Subsidiaries in such investee subsequent to the Issue Date; *plus*

d) to the extent not otherwise included in the calculation of Consolidated Net Income for purposes of clause (a) above, 100% of (x) any amount received in cash by Casella or any of its Restricted Subsidiaries as dividends, distributions or return of capital from, or payment of interest or principal on any loan or advance to, or upon the sale or other disposition of the Capital Stock of, an Unrestricted Subsidiary of Casella and (y) the fair market value of the net assets of an Unrestricted Subsidiary of Casella, at the time such Unrestricted Subsidiary is redesignated as a Restricted Subsidiary or is merged, consolidated or amalgamated with or into, or is liquidated

into, Casella or any of its Restricted Subsidiaries, multiplied by Casella's proportionate interest in such Subsidiary; *provided* that the foregoing sum shall not exceed, in the case of any Unrestricted Subsidiary, the aggregate amount of Investments previously made (and treated as a Restricted Payment) by Casella or any of its Restricted Subsidiaries in such Unrestricted Subsidiary subsequent to the Issue Date; *plus*

e) to the extent not otherwise included in the calculation of Consolidated Net Income for purposes of clause (a) above, 100% of the amount of any Investment made (and treated as a Restricted Payment) since the Issue Date in a Person that subsequently becomes a Restricted Subsidiary of Casella.

The preceding provisions will not prohibit:

(1) the payment of any dividend within 60 days after the date of declaration thereof, if at said date of declaration such payment would have complied with the provisions of the indenture;

(2) the redemption, repurchase, retirement, defeasance or other acquisition of (a) any Indebtedness of Casella or any Guarantor that is expressly subordinated in right of payment to the notes or any Subsidiary Guarantee or (b) any Equity Interests of Casella or any of its Restricted Subsidiaries in exchange for, or out of the net cash proceeds of the substantially concurrent issuance and sale (other than to a Subsidiary of Casella) of, Qualified Capital Stock; *provided* that the amount of any such net cash proceeds that are utilized for any such redemption, repurchase, retirement, defeasance or other acquisition shall not increase the Basket;

(3) the redemption, repurchase, retirement, defeasance or other acquisition of Indebtedness of Casella or any Guarantor which is expressly subordinated in right of payment to the notes or any Subsidiary Guarantee with the net cash proceeds from an incurrence of Permitted Refinancing Indebtedness;

(4) the payment of any dividend or other distribution by a Restricted Subsidiary of Casella in respect of any class or series of securities of such Restricted Subsidiary so long as Casella or a Restricted Subsidiary receives at least its pro rata share of such dividend or distribution in accordance with its Equity Interests in such class or series of securities;

(5) the repurchase of Equity Interests deemed to occur upon the exercise of stock options if such Equity Interests represent a portion of the exercise price thereof;

(6) as long as no Default has occurred and is continuing or would be caused thereby, the redemption, repurchase or other acquisition of Equity Interests constituting restricted stock repurchased from an employee of Casella or any of its Restricted Subsidiaries in connection with the termination of employment of such employee, in an amount not to exceed the net cash proceeds received from such terminated employee upon issuance of such Equity Interests; and

(7) Restricted Payments not to exceed $10.0 million in the aggregate since the Issue Date.

The amount of all Restricted Payments (other than cash) shall be the fair market value on the date of the Restricted Payment of the asset(s) or securities proposed to be transferred or issued by Casella or such Restricted Subsidiary, as the case may be, pursuant to the Restricted Payment. The fair market value of any assets or securities (other than cash) having a fair market value in excess of $5.0 million that are required to be valued by this covenant shall be determined in good faith by the Board of Directors, whose resolution with respect thereto shall be delivered to the trustee. The Board of Directors' determination must be based upon an opinion or appraisal issued by an accounting, appraisal or investment banking firm of national standing if such fair market value exceeds $10.0 million. Not later than the date of making any Restricted Payment, Casella shall deliver to the trustee an Officers' Certificate stating that such Restricted Payment is permitted and setting forth the basis upon which the calculations required by this "Restricted Payments" covenant were computed, together with a copy of any fairness opinion or appraisal required by the indenture.

In determining whether any Restricted Payment is permitted by the foregoing covenant, Casella may allocate or reallocate all or any portion of such Restricted Payment between clauses (6) and (7) of the second paragraph of this "—Restricted Payments" covenant or between such clauses and the Basket; *provided* that at the time of such allocation or reallocation, all such Restricted Payments, or allocated portions thereof, would be permitted under such provisions.

Incurrence of Indebtedness and Issuance of Preferred Stock

On or after the date of the indenture (i) Casella will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, incur any Indebtedness (including Acquired Debt), and (ii) Casella will not issue any Disqualified Capital Stock and will not permit any of its Restricted Subsidiaries to issue any shares of Preferred Stock; *provided* that Casella or any Guarantor may incur Indebtedness (including Acquired Debt), and Casella may issue Disqualified Capital Stock, if the Consolidated Fixed Charge Coverage Ratio is at least 2.0 to 1.0 (this proviso, the "Coverage Ratio Exception").

The first paragraph of this covenant will not prohibit the incurrence of any of the following items of Indebtedness (collectively, "Permitted Debt"):

(1) Indebtedness and letters of credit by Casella or any Guarantor under the Senior Credit Facility (with letters of credit being deemed to have a principal amount equal to the maximum potential liability of Casella and the Guarantors thereunder) in an aggregate principal amount not to exceed $350.0 million, *plus* (x) the aggregate principal amount of Second Lien Notes (and any Permitted Refinancing Indebtedness in respect thereof) that have been repurchased, repaid, redeemed or otherwise satisfied from and after the Issue Date, *less* (y) the aggregate amount of all Net Proceeds of Asset Sales (other than up to $75.0 million of Net Proceeds from Asset Sales of Specified Assets) applied by Casella or any of its Subsidiaries since the date of the indenture to repay Indebtedness under the Senior Credit Facility pursuant to clause (1) of the third paragraph under "—Repurchase at the Option of Holders—Asset Sales";

(2) Indebtedness under the Second Lien Notes Documents, and Permitted Refinancing Indebtedness in respect thereof, in an aggregate principal amount not to exceed $180.0 million *plus* (x) the Available Amount *less* (y) the aggregate principal amount of Second Lien Notes that have been repurchased, repaid, redeemed or otherwise satisfied from and after the Issue Date (to the extent increasing the amount available under clause (1) above), at any time outstanding;

(3) the old notes issued on the Issue Date and up to the Available Amount of Additional Notes issued under the indenture, the new notes and the Subsidiary Guarantees thereof;

(4) (a) Capital Lease Obligations, (b) Purchase Money Obligations, and (c) industrial revenue bonds or solid waste disposal bonds issued by or at the request of Casella or any Restricted Subsidiary, and Indebtedness funded by such bonds, and Permitted Refinancing Indebtedness of any of the foregoing, in an aggregate amount under this clause (4) not to exceed $50.0 million at any time outstanding;

(5) Permitted Refinancing Indebtedness in exchange for, or the net proceeds of which are used to refinance, (x) Existing Indebtedness or (y) Indebtedness incurred under the Coverage Ratio Exception, clause (3) of this paragraph or this clause (5);

(6) Indebtedness owed by Casella or any of its Restricted Subsidiaries to Casella or any of its Restricted Subsidiaries; *provided* that:

a) if Casella or any Guarantor is the obligor on such Indebtedness, such Indebtedness must be expressly subordinated to the prior payment in full in cash of all Obligations with respect to the notes, in the case of Casella, or the Subsidiary Guarantee of such Guarantor, in the case of a Guarantor;

b) (x) any subsequent issuance or transfer of Equity Interests that results in any such Indebtedness being held by a Person other than Casella or a Wholly Owned Restricted Subsidiary thereof and (y) any sale or other transfer of any such Indebtedness to a Person that is not either Casella or a

Wholly Owned Restricted Subsidiary thereof shall be deemed, in each case, to constitute an incurrence of such Indebtedness by Casella or such Restricted Subsidiary, as the case may be, that was not permitted by this clause (6);

(7) Hedging Obligations with respect to (a) interest rates on any Indebtedness that is permitted by the terms of the indenture to be outstanding, (b) foreign currency exchange rates, (c) prices of recycled paper, fiber, aluminum, tin, glass, rubber, plastics or other recycled products or (d) the price of fuel required for the operations of the businesses of Casella and its Restricted Subsidiaries; *provided* that (i) any such Hedging Obligation of the type described in clauses (b) through (d) will be permitted by this clause (7) only if it was entered into to protect Casella and its Restricted Subsidiaries from fluctuations in foreign currency exchange rates, the prices of recycled paper, fiber, aluminum, tin, glass, rubber, plastics or other recycled products or fuel covered by such agreements, as applicable, and not for speculative purposes, (ii) in the case of Hedging Obligations of the type described in clause (a) above, any such Hedging Obligations will be permitted by this clause (7) only to the extent the notional principal amount of such Hedging Obligations, when incurred, does not exceed the principal amount of the Indebtedness to which such Hedging Obligations relate and (iii) in the case of Hedging Obligations of the type described in clause (b) above, such Hedging Obligations do not increase the Indebtedness of Casella and its Restricted Subsidiaries outstanding other than as a result of fluctuations in foreign currency exchange rates or by reason of fees, indemnities and compensation payable thereunder.

(8) obligations in the ordinary course of business in respect of workers' compensation claims, self-insurance obligations, performance, surety and similar bonds and completion bonds and bid guarantees with respect to the assets or business of Casella or any of its Restricted Subsidiaries;

(9) (x) the Guarantee by Casella or any Guarantor of Indebtedness of Casella or a Guarantor and (y) the guarantee by any Restricted Subsidiary that is not a Guarantor of Indebtedness of any other Restricted Subsidiary that is not a Guarantor; *provided* that, in each case, the Indebtedness being guaranteed is permitted to be incurred by another provision of the indenture;

(10) indemnification, adjustment of purchase price or similar obligations, in each case, incurred or assumed in connection with the disposition of any business or assets of Casella or any of its Restricted Subsidiaries or Capital Stock of any of its Restricted Subsidiaries; *provided* that the maximum aggregate liability in respect of all of such obligations outstanding under this clause (10) shall at no time exceed the gross proceeds including non-cash proceeds (the fair market value of such non-cash proceeds being measured at the time received and without giving effect to any subsequent changes in value) actually received by Casella and its Restricted Subsidiaries in connection with such dispositions;

(11) Acquired Debt incurred by the debtor prior to the time that the debtor thereunder was acquired by or merged into Casella or any of its Subsidiaries, or prior to the time that the related asset was acquired by Casella or any of its Subsidiaries, and was not incurred in connection with, or in contemplation of, such acquisition or merger, and Permitted Refinancing Indebtedness thereof, in an aggregate amount under this clause (11) not to exceed $15.0 million at any time outstanding;

(12) Indebtedness arising from the honoring by a bank or other financial institution of a check, draft or similar instrument inadvertently (except in the case of daylight overdrafts) drawn against insufficient funds; *provided* that such Indebtedness is extinguished within five business days of incurrence; and

(13) additional Indebtedness in an aggregate amount under this clause (13) not to exceed $20.0 million at any time outstanding (of which no more than $10.0 million may be incurred by Restricted Subsidiaries that are not Guarantors).

Notwithstanding any other provision in this covenant, the maximum amount of Indebtedness that Casella or any of its Restricted Subsidiaries may incur pursuant to this covenant shall not be deemed to be exceeded as a result of fluctuations in exchange rates of currencies. The outstanding principal amount of any particular Indebtedness shall be counted only once and any obligation arising under any Guarantee, Lien, letter of credit or similar instrument supporting such Indebtedness shall be disregarded, so long as the obligor is permitted to incur

such obligation. For purposes of determining compliance with this covenant, in the event that an item of proposed Indebtedness meets the criteria of more than one of the categories of Permitted Debt described in clauses (1) through (13) above, or is entitled to be incurred pursuant to the Coverage Ratio Exception, Casella will be permitted to divide and classify such item of Indebtedness on the date of its incurrence in any manner that complies with this covenant (*provided* that all Indebtedness outstanding under the Senior Credit Facility on the Issue Date, for the avoidance of doubt only to the extent such Indebtedness is not refinanced, repaid or prepaid after the Issue Date, shall be deemed to have been incurred pursuant to clause (1) above).

No Senior Subordinated Debt

Casella will not, directly or indirectly, incur any Indebtedness that is, or purports to be, subordinate or junior in right of payment to any Senior Debt of Casella and senior in any respect in right of payment to the notes. No Guarantor will, directly or indirectly, incur any Indebtedness that is, or purports to be, subordinate or junior in right of payment to any Senior Debt of such Guarantor and senior in any respect in right of payment to such Guarantor's Subsidiary Guarantee. For purposes hereof, unsecured Indebtedness shall not be deemed to be subordinate or junior to secured Indebtedness solely because it is unsecured, and Indebtedness that is not Guaranteed by a particular Person shall not be deemed to be subordinate or junior to Indebtedness solely because it is not so Guaranteed. In addition, no Indebtedness or other obligation (including guarantees thereof) will be deemed to be subordinated in right of payment to any other Indebtedness or obligation solely by virtue of being secured by a junior priority lien or by virtue of the fact that the holders of such Indebtedness or other obligation have entered into intercreditor agreements or other arrangements giving one or more of such holders priority over the other holders in the collateral held by them, including intercreditor agreements that contain customary provisions requiring turnover by holders of junior priority liens of proceeds of collateral in the event that the security interests in favor of the holders of the senior priority in such intended collateral are not perfected or are invalidated, and similar customary provisions protecting the holders of senior priority liens.

Liens

Casella will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, create, incur, assume or suffer to exist any Lien of any kind securing Indebtedness, Attributable Debt or trade payables on any asset now owned or hereafter acquired, except Permitted Liens, unless all payments due under the indenture and the notes are secured on an equal and ratable basis with the obligation so secured until such time as such is no longer secured by a Lien; *provided* that if such obligation is by its terms expressly subordinated to the notes or any Subsidiary Guarantee, the Lien securing such obligation shall be subordinate and junior to the Lien securing the notes and the Subsidiary Guarantees with the same relative priority as such subordinate or junior obligation shall have with respect to the notes and the Subsidiary Guarantees.

Dividend and Other Payment Restrictions Affecting Subsidiaries

Casella will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, create or permit to exist or become effective any consensual encumbrance or restriction on the ability of any Restricted Subsidiary to:

(1) pay dividends or make any other distributions on or in respect of its Equity Interests to Casella or any of Casella's Restricted Subsidiaries, or with respect to any other interest or participation in, or measured by, its profits, or pay any indebtedness owed to Casella or any of Casella's Restricted Subsidiaries;

(2) make loans or advances to Casella or any of Casella's Restricted Subsidiaries; or

(3) transfer any of its properties or assets to Casella or any of Casella's Restricted Subsidiaries.

However, the preceding restrictions will not apply to encumbrances or restrictions existing under or by reason of:

(1) the Senior Credit Facility, the Second Lien Notes Documents or any Existing Indebtedness, in each case, as in effect on the date of the indenture and any amendments or refinancings thereof; provided that such amendments or refinancings are not materially more restrictive, taken as a whole, with respect to such dividend and other restrictions than those contained in the Senior Credit Facility, the Second Lien Notes Documents or such Existing Indebtedness, as applicable, as in effect on the date of the indenture;

(2) the indenture and the notes;

(3) applicable law, rule, regulation or order of any governmental authority;

(4) any instrument governing Indebtedness or Capital Stock of a Person acquired by Casella or any of its Restricted Subsidiaries as in effect at the time of such acquisition (except to the extent such Indebtedness was incurred in connection with or in contemplation of such acquisition), which encumbrance or restriction is not applicable to any Person, or the properties or assets of any Person, other than the Person, or the property or assets of the Person, so acquired; *provided* that, in the case of Indebtedness, such Indebtedness was permitted by the terms of the indenture to be incurred;

(5) customary non-assignment provisions (and sublease restrictions) in leases entered into in the ordinary course of business and consistent with past practices;

(6) Purchase Money Obligations that impose restrictions only on the property acquired of the nature described in clause (3) of the preceding paragraph;

(7) any agreement for the sale or other disposition of a Restricted Subsidiary that restricts distributions by such Restricted Subsidiary pending its sale or other disposition; *provided* that such sale or disposition is made in compliance with the provisions of the indenture described under the caption "—Repurchase at the Option of Holders—Asset Sales";

(8) Permitted Refinancing Indebtedness; *provided* that such dividend and other restrictions contained in the agreements governing such Permitted Refinancing Indebtedness are not materially more restrictive, taken as a whole, than those contained in the agreements governing the Indebtedness being refinanced;

(9) Liens securing Indebtedness otherwise permitted to be incurred pursuant to the provisions of the covenant described above under the caption "—Liens" that limit the right of Casella or any of its Restricted Subsidiaries to dispose of the assets subject to such Lien;

(10) provisions with respect to the disposition or distribution of assets or property in joint venture agreements (including, without limitation, agreements with respect to Restricted Subsidiaries that are not wholly owned) and other similar agreements entered into in the ordinary course of business;

(11) customary restrictions on cash or other deposits or net worth imposed by customers or government authorities under contracts or other agreements entered into in the ordinary course of business; and

(12) any agreement relating to a Sale and Leaseback Transaction, Purchase Money Obligation, industrial revenue bond or Capital Lease Obligation, in each case, otherwise not prohibited by the indenture, but only on the property subject to such transaction or lease and only to the extent that such restrictions or encumbrances are customary with respect to a Sale and Leaseback Transaction, Purchase Money Obligation, industrial revenue bond or capital lease.

Transactions with Affiliates

Casella will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, make any payment to, or sell, lease, transfer or otherwise dispose of any of its properties or assets to, or purchase any

property or assets from, or enter into or make or amend any transaction, contract, agreement, understanding, loan, advance or guarantee with, or for the benefit of, any of its Affiliates (each, an "Affiliate Transaction"), unless:

(1) such Affiliate Transaction is on terms that are no less favorable to Casella or the relevant Restricted Subsidiary than those that would have been obtained in a comparable transaction by Casella or such Restricted Subsidiary with an unrelated Person; and

(2) Casella delivers to the Trustee:

a) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration in excess of $5.0 million, a resolution of the Board of Directors of Casella set forth in an Officers' Certificate certifying that such Affiliate Transaction complies with this covenant and that such Affiliate Transaction has been approved by a majority of the Disinterested Directors of Casella, if there are any such Disinterested Directors; and

b) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration in excess of $10.0 million, or in excess of $5.0 million if such transaction has not been approved by a majority of the Disinterested Directors or if at such time there are no Disinterested Directors, an opinion as to the fairness of such Affiliate Transaction from a financial point of view issued by an accounting, appraisal or investment banking firm of national standing.

The following items shall not be deemed to be Affiliate Transactions and, therefore, will not be subject to the provisions of the prior paragraph:

(1) transactions exclusively between or among Casella and/or one or more of its Restricted Subsidiaries; *provided*, in each case, such transaction is not otherwise prohibited by the indenture and that no Affiliate of Casella (other than a Restricted Subsidiary) owns any Equity Interests in any Restricted Subsidiary that is a party to such transaction;

(2) any agreement in effect on the Issue Date as in effect on the Issue Date or as thereafter amended in a manner which is, taken as a whole, in the good faith judgment of the Board of Directors of Casella not materially less favorable to Casella or such Restricted Subsidiary than the original agreement as in effect on the Issue Date;

(3) any employment, compensation, benefit or indemnity agreements, arrangements or plans in respect of any officer, director, employee or consultant of Casella or any of its Restricted Subsidiaries entered into in the ordinary course of business and approved by the Board of Directors of Casella or an authorized committee thereof;

(4) loans and advances permitted by clause (6) of the definition of "Permitted Investments";

(5) transactions between Casella or any of its Restricted Subsidiaries on the one hand and any Person that is not a Subsidiary of Casella on the other hand; *provided*, in each case, that (i) such transaction (a) is on terms that are no less favorable to Casella or the relevant Restricted Subsidiary than those that would have been obtained in a comparable transaction by Casella or such Restricted Subsidiary with an unrelated Person and (b) is not otherwise prohibited by the indenture and (ii) that no Affiliate of Casella (other than a Restricted Subsidiary) owns any Equity Interests in any Person that is a party to such transaction;

(6) the issuance and sale of Qualified Capital Stock; and

(7) Restricted Payments (other than Investments) that are permitted by the provisions of the indenture described under the caption "—Restricted Payments."

Additional Subsidiary Guarantees

If any Restricted Subsidiary (i) becomes a guarantor, borrower and/or issuer in respect of the Senior Credit Facility or the Second Lien Notes or (ii) if the Senior Credit Facility has been terminated, becomes a guarantor of

any other issue of Indebtedness of $5.0 million or more in aggregate principal amount (per issue) of Casella or any of its Restricted Subsidiaries (other than any Restricted Subsidiary of such Restricted Subsidiary), then that Restricted Subsidiary must become a Guarantor and shall, concurrently with the Guarantee of such Indebtedness:

(1) execute and deliver to the trustee a supplemental indenture in form reasonably satisfactory to the trustee pursuant to which such Restricted Subsidiary shall unconditionally guarantee all of Casella's obligations under the notes and the indenture on the terms set forth in the indenture; and

(2) deliver to the trustee an Opinion of Counsel that such supplemental indenture has been duly authorized, executed and delivered by such Restricted Subsidiary and constitutes a valid and legally binding and enforceable obligation of such Restricted Subsidiary, subject to customary exceptions.

Thereafter, such Restricted Subsidiary shall be a Guarantor for all purposes of the indenture.

Notwithstanding the preceding paragraph, any Subsidiary Guarantee provides by its terms that it will be automatically and unconditionally released and discharged under the circumstances described above under the caption "—Subsidiary Guarantees." The form of the Subsidiary Guarantee will be attached as an exhibit to the indenture.

Designation of Restricted and Unrestricted Subsidiaries

The Board of Directors of Casella may designate (a "Designation") any Restricted Subsidiary to be an Unrestricted Subsidiary if such Designation would not cause a Default. If a Restricted Subsidiary is designated as an Unrestricted Subsidiary, all outstanding Investments owned by Casella and its Restricted Subsidiaries in the Subsidiary so designated will be deemed to be an Investment made as of the time of such Designation and will reduce the amount available for Restricted Payments under the first paragraph of the covenant described above under the caption "—Restricted Payments" or for Permitted Investments, as applicable. All such outstanding Investments will be valued at their fair market value at the time of such Designation in accordance with the provisions of the second to last paragraph under "—Restricted Payments." Such Designation will be permitted only if such Investment would be a Permitted Investment or otherwise would at the time of such Designation not be prohibited under provisions of the indenture described under the caption "—Restricted Payments."

The Board of Directors of Casella may revoke any Designation of a Subsidiary of Casella as an Unrestricted Subsidiary (a "Revocation"); *provided* that

(1) no Default exists at the time of or after giving effect to such Revocation; and

(2) all Liens and Indebtedness of such Unrestricted Subsidiary outstanding immediately after such Revocation would, if incurred at such time, have been permitted to be incurred (and shall be deemed to have been incurred) for all purposes of the indenture.

Any such Designation or Revocation by the Board of Directors of Casella after the Issue Date shall be evidenced to the Trustee by promptly filing with the Trustee a copy of the resolution of the Board of Directors of Casella giving effect to such Designation or Revocation and an Officers' Certificate certifying that such Designation or Revocation complied with the foregoing provisions.

Business Activities

Casella will not, and will not permit any Restricted Subsidiary to, engage in any business other than Permitted Businesses.

Payments for Consent

Casella will not, and will not permit any of its Subsidiaries to, directly or indirectly, pay or cause to be paid any consideration to or for the benefit of any Holder of notes for or as an inducement to any consent, waiver or

amendment of any of the terms or provisions of the indenture or the notes unless such consideration is offered to be paid and is paid to all Holders of the notes that consent, waive or agree to amend in the time frame set forth in the solicitation documents relating to such consent, waiver or amendment.

Reports

Whether or not required by the SEC, so long as any notes are outstanding, Casella will furnish to the Holders of notes, within the time periods specified in the SEC's rules and regulations:

(1) all quarterly and annual financial information that would be required to be contained in a filing with the SEC on Forms 10-Q and 10-K if Casella were required to file such Forms, including a "Management's Discussion and Analysis of Financial Condition and Results of Operations" and, with respect to the annual information only, a report on the annual financial statements by Casella's certified independent accountants; and

(2) all current reports that would be required to be filed with the SEC on Form 8-K if Casella were required to file such reports;

provided that any such above information or reports filed with the Interactive Data Electronic Applications (IDEA) system of the SEC (or successor system) and available publicly on the Internet shall be deemed to be furnished to the Holders of notes.

Also, Casella has agreed that, for so long as any notes remain outstanding, Casella will furnish to the Holders of notes, in each quarterly and annual report, the dollar amount of debt of Casella that would serve as the threshold for evaluating any entity that is a beneficial holder's compliance with the first paragraph under "Limitation on Ownership of Notes."

If Casella has designated any of its Subsidiaries as Unrestricted Subsidiaries, and the Unrestricted Subsidiaries taken as a whole account for at least 5.0% of the Consolidated EBITDA (calculated for Casella and its Subsidiaries, not just Restricted Subsidiaries) for the period of the most recent four consecutive fiscal quarters for which internal financial statements are available, of Casella and its Subsidiaries, taken as a whole, then the quarterly and annual financial information required by the preceding paragraph shall include a reasonably detailed presentation, either on the face of the financial statements or in the footnotes thereto, and in Management's Discussion and Analysis of Financial Condition and Results of Operations, of the financial condition and results of operations of Casella and its Restricted Subsidiaries separate from the financial condition and results of operations of Casella's Unrestricted Subsidiaries.

In addition, whether or not required by the SEC, Casella will file a copy of all of the information and reports referred to in clauses (1) and (2) above with the SEC for public availability within the time periods specified in the SEC's rules and regulations (unless the SEC will not accept such a filing) and make such information available to securities analysts and prospective investors upon request. Casella agrees that it will not take any action for the purpose of causing the SEC not to accept such filings. If, notwithstanding the foregoing, the SEC will not accept such filings for any reason, Casella will post the reports specified in the preceding sentence on its website within the time periods that would apply if Casella were required to file those reports with the SEC.

Casella and the Guarantors have agreed that, for so long as any notes remain outstanding, Casella and the Guarantors will furnish to Holders of notes and securities analysts and prospective investors, upon their request, the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act.

Merger, Consolidation, or Sale of Assets

(a) Casella may not, directly or indirectly: (1) consolidate or merge with or into another Person (whether or not Casella is the surviving corporation); or (2) sell, assign, lease, transfer, convey or otherwise

dispose of all or substantially all of Casella's properties or assets (determined on a consolidated basis for Casella and its Restricted Subsidiaries), in one or more related transactions, to another Person, unless:

(1) either: (A) Casella is the surviving corporation; or (B) the Person formed by or surviving any such consolidation or merger (if other than Casella) or to which such sale, assignment, transfer, conveyance or other disposition shall have been made (the "Surviving Person") is a corporation organized under the laws of the United States, any State thereof or the District of Columbia;

(2) the Surviving Person assumes all the obligations of Casella under the notes, the indenture and the Registration Rights Agreement pursuant to agreements reasonably satisfactory to the Trustee;

(3) immediately after such transaction no Default exists (including, without limitation, after giving effect to any Indebtedness or Liens incurred, assumed or granted in connection with or in respect of such transaction); and

(4) immediately after such transaction Casella or the Surviving Person will be permitted to incur at least $1.00 of additional Indebtedness pursuant to the Coverage Ratio Exception.

The foregoing clauses (3) and (4) shall not apply to (a) a merger or consolidation of any Restricted Subsidiary with or into Casella or (b) a transaction solely for the purpose of and with the effect of reincorporating Casella in another jurisdiction and/or forming a holding company to hold all of the Capital Stock of Casella or forming an intermediate holding company to hold all of the Capital Stock of Casella's Subsidiaries.

In the event of any transaction described in and complying with the conditions listed in the preceding paragraph in which Casella is not the continuing corporation, the successor Person formed or remaining shall succeed to, and be substituted for, and may exercise every right and power of, Casella and Casella will be discharged from all obligations and covenants under the indenture and the notes.

(b) No Guarantor may, and Casella will not cause or permit any Guarantor to, consolidate with or merge with or into (whether or not such Guarantor is the surviving Person), another Person unless:

(1) immediately after such transaction, no Default exists (including, without limitation, after giving effect to any Indebtedness or Liens incurred, assumed or granted in connection with or in respect of such transaction); and

(2) the Person formed by or surviving any such consolidation or merger (if other than such Guarantor) assumes all the obligations of such Guarantor under its Subsidiary Guarantee, the indenture and the Registration Rights Agreement pursuant to agreements reasonably satisfactory to the trustee.

The requirements of this clause (b) shall not apply to (x) a consolidation or merger of any Guarantor with or into Casella or any other Guarantor so long as Casella or a Guarantor survives such consolidation or merger or (y) the sale by consolidation or merger of a Guarantor, which sale is covered by and complies with the provisions of the indenture described under "—Repurchase at the Option of Holders—Asset Sales."

(c) Casella will deliver to the trustee prior to the consummation of each proposed transaction an Officers' Certificate certifying that the conditions set forth above are satisfied and an Opinion of Counsel, which opinion may contain customary exceptions and qualifications, that the proposed transaction and the supplemental indenture, if any, comply with the indenture.

Events of Default and Remedies

Each of the following is an "Event of Default":

(1) default for a continued period of 30 days in the payment when due of interest on the notes, whether or not prohibited by the subordination provisions of the indenture;

(2) default in payment when due of the principal of or premium, if any, on the notes, whether or not prohibited by the subordination provisions of the indenture;

(3) failure by Casella or any of its Subsidiaries to comply with the provisions described under the captions "—Repurchase at the Option of Holders —Change of Control" or "—Repurchase at the Option of Holders—Asset Sales";

(4) failure by Casella or any of its Restricted Subsidiaries to comply with any of the other agreements or covenants in the indenture or the notes for 60 days after delivery of written notice of such failure to comply by the trustee or Holders of not less than 25% of the principal amount of the notes then outstanding;

(5) default by Casella or any of its Restricted Subsidiaries under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any Indebtedness whether such Indebtedness now exists or is created after the date of the indenture, if that default:

a) is caused by a failure to pay principal of or premium, if any, or interest on such Indebtedness prior to the expiration of the applicable grace period (a "Payment Default"); or

b) results in the acceleration of such Indebtedness prior to its express maturity,

and, in each case, the principal amount of any such Indebtedness, together with the principal amount of any other such Indebtedness under which there has been a Payment Default or the maturity of which has been so accelerated, aggregates $10.0 million or more;

(6) failure by Casella or any of its Restricted Subsidiaries to pay final judgments aggregating in excess of $10.0 million, which judgments are not paid, discharged or stayed for a period of 60 days;

(7) except as permitted by the indenture, any Subsidiary Guarantee of any Significant Subsidiary shall be held in any judicial proceeding to be unenforceable or invalid or shall cease for any reason to be in full force and effect or any Guarantor, or any Person acting on behalf of any Guarantor, shall deny or disaffirm its obligations under its Subsidiary Guarantee;

(8) a court having jurisdiction in the premises enters (a) a decree or order for relief in respect of Casella or any of its Significant Subsidiaries in an involuntary case or proceeding under any applicable federal or state bankruptcy, insolvency, reorganization or other similar law or (b) a decree or order adjudging Casella or any of its Significant Subsidiaries a bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, arrangement, adjustment or composition of or in respect of Casella or any of its Significant Subsidiaries under any applicable federal or state law, or appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official of Casella or any of its Significant Subsidiaries or of any substantial part of its property, or ordering the winding up or liquidation of its affairs, and any such decree or order of the type in clause (a) or (b) above remains unstayed and in effect for a period of 60 consecutive days; or

(9) Casella or any of its Significant Subsidiaries:

a) commences a voluntary case or proceeding under any applicable federal or state bankruptcy, insolvency, reorganization or other similar law or any other case or proceeding to be adjudicated a bankrupt or insolvent; or

b) consents to the entry of a decree or order for relief in respect of Casella or any of its Significant Subsidiaries in an involuntary case or proceeding under any applicable federal or state bankruptcy, insolvency, reorganization or other similar law or to the commencement of any bankruptcy or insolvency case or proceeding against Casella or any of its Significant Subsidiaries; or

c) files a petition, as debtor, or answer or consent seeking reorganization or relief under any applicable federal or state law; or

d) consents to the filing of such petition or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator or similar official of Casella or any of its Significant Subsidiaries or of any substantial part of its property; or

e) makes an assignment for the benefit of creditors; or

f) admits in writing its inability to pay its debts generally as they become due.

In the case of an Event of Default under clause (8) or (9) with respect to Casella or any Significant Subsidiary, all outstanding notes will become due and payable immediately without further action or notice. If any other Event of Default occurs and is continuing, the trustee or the Holders of at least 25% in principal amount of the then outstanding notes may declare all the notes to be due and payable immediately.

Holders of the notes may not enforce the indenture or the notes except as provided in the indenture. Subject to certain limitations, Holders of a majority in principal amount of the then outstanding notes may direct the trustee in its exercise of any trust or power. The trustee may withhold from Holders of the notes notice of any continuing Default (except a Default relating to the payment of principal or interest) if it determines that withholding notice is in their interest.

The Holders of a majority in aggregate principal amount of the notes then outstanding by notice to the trustee may on behalf of the Holders of all of the notes waive any existing Default and its consequences under the indenture except a continuing Default in the payment of interest on, or the principal or premium of, the notes.

Casella is required to deliver to the trustee annually a statement regarding compliance with the indenture. Upon becoming aware of any Default, Casella is required to deliver to the Trustee a statement specifying such Default.

No Personal Liability of Directors, Officers, Employees and Stockholders

No director, officer, employee, incorporator or stockholder of Casella or any Guarantor, as such, shall have any liability for any obligations of Casella or the Guarantors under the notes, the indenture, the Guarantors' Subsidiary Guarantees or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of new notes by accepting a new note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the new notes. The waiver may not be effective to waive liabilities under the federal securities laws.

Legal Defeasance and Covenant Defeasance

Casella may, at its option and at any time, elect to have all of its Obligations discharged with respect to the outstanding notes and the indenture, and all Obligations of the Guarantors discharged with respect to their Subsidiary Guarantees ("Legal Defeasance") except for:

(1) the rights of Holders of outstanding notes to receive payments in respect of the principal of, premium, if any, and interest on such notes when such payments are due from the trust referred to below;

(2) Casella's obligations with respect to the notes concerning issuing temporary notes, registration of notes, mutilated, destroyed, lost or stolen notes and the maintenance of an office or agency for payment and money for security payments held in trust;

(3) the rights, powers, trusts, duties and immunities of the trustee, and Casella's obligations in connection therewith; and

(4) the Legal Defeasance provisions of the indenture.

In addition, Casella may, at its option and at any time, elect to have the obligations of Casella and the Guarantors released with respect to certain covenants that are described in the indenture ("Covenant Defeasance") and thereafter any omission to comply with those covenants shall not constitute a Default with respect to the notes. In the event Covenant Defeasance occurs, (i) any event described in clauses (3), (4), (5), (6) or (7) of the definition of "Event of Default" will no longer constitute an Event of Default with respect to the notes and (ii) any event described in clauses (1), (2), (8) or (9) of the definition of "Event of Default" will continue to constitute an Event of Default with respect to the notes.

In order to exercise either Legal Defeasance or Covenant Defeasance:

(1) Casella must irrevocably deposit with the trustee, in trust, for the benefit of the Holders of the notes, cash in U.S. dollars, non-callable Government Securities, or a combination thereof, in such amounts as will be sufficient, in the opinion of a nationally recognized firm of independent public accountants, to pay the principal of, premium, if any, and interest on the outstanding notes on the Stated Maturity or on the applicable redemption date, as the case may be, and Casella must specify whether the notes are being defeased to maturity or to a particular redemption date;

(2) in the case of Legal Defeasance, Casella shall have delivered to the trustee an Opinion of Counsel reasonably acceptable to the trustee confirming that (a) Casella has received from, or there has been published by, the Internal Revenue Service a ruling or (b) since the date of the indenture, there has been a change in the applicable federal income tax law, in either case to the effect that, and based thereon such Opinion of Counsel shall confirm that, the Holders of the outstanding notes will not recognize income, gain or loss for federal income tax purposes as a result of such Legal Defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Legal Defeasance had not occurred;

(3) in the case of Covenant Defeasance, Casella shall have delivered to the trustee an Opinion of Counsel reasonably acceptable to the trustee confirming that the Holders of the outstanding notes will not recognize income, gain or loss for federal income tax purposes as a result of such Covenant Defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Covenant Defeasance had not occurred;

(4) no Default shall have occurred and be continuing either: (a) on the date of such deposit (other than a Default resulting from the borrowing of funds to be applied to such deposit), or (b) insofar as Events of Default from bankruptcy or insolvency events are concerned, at any time in the period ending on the 91st day after the date of deposit; *provided* that such Legal Defeasance or Covenant Defeasance, as the case may be, shall be deemed to have occurred on the date of such deposit, subject to an Event of Default from bankruptcy or insolvency within such 91-day period;

(5) such Legal Defeasance or Covenant Defeasance will not result in a breach or violation of, or constitute a default under any material agreement or instrument (other than the indenture) to which Casella or any of its Restricted Subsidiaries is a party or by which Casella or any of its Restricted Subsidiaries is bound;

(6) Casella must deliver to the trustee an Officers' Certificate stating that the deposit was not made by Casella with the intent of preferring the Holders of notes over the other creditors of Casella with the intent of defeating, hindering, delaying or defrauding creditors of Casella or others; and

(7) Casella must deliver to the trustee an Officers' Certificate and an Opinion of Counsel stating that all conditions precedent relating to the Legal Defeasance or the Covenant Defeasance have been complied with.

Amendment, Supplement and Waiver

Casella and the Guarantors, when authorized by board resolutions, and the Trustee may enter into one or more supplemental indentures to amend the indenture or the notes with the written consent of Holders of a majority of the principal amount of the then outstanding notes. The Holders of a majority in principal amount of then outstanding notes may waive any existing Default or compliance with any provision of the indenture or the notes without prior notice to any holder of notes.

Notwithstanding the foregoing, without the consent of each Holder affected, an amendment or waiver may not (with respect to any notes held by a non-consenting Holder):

(1) reduce the principal amount of notes whose Holders must consent to an amendment, supplement or waiver;

(2) reduce the principal of or change or have the effect of changing the fixed maturity of any note or alter the provisions with respect to the redemption of the notes (other than provisions of the indenture described above under the caption "—Repurchase at the Option of Holders," subject to clause (9) below);

(3) reduce the rate of or change the time for payment of interest on any note;

(4) waive an uncured Default in the payment of principal of or premium, if any, or interest on the notes (except a rescission of acceleration of the notes by the Holders of at least a majority in aggregate principal amount of the notes and a waiver of the payment default that resulted from such acceleration);

(5) make any note payable in money other than that stated in the notes;

(6) impair or affect the right of any Holder of notes to receive payment of principal of and interest on the notes on or after the due dates therefor or to institute suit for payment for the enforcement of any such payment on or after the due dates therefor, or make any changes in the provisions of the indenture permitting Holders of a majority in principal amount of notes to waive any past Default and its consequences;

(7) waive a redemption payment with respect to any note (other than a payment required by one of the provisions of the indenture described above under the caption "—Repurchase at the Option of Holders," subject to clause (9) below);

(8) release any Guarantor from any of its obligations under its Subsidiary Guarantee or the indenture otherwise than in accordance with the terms of the indenture;

(9) in the event that a Change of Control has occurred or an Asset Sale has been consummated, amend, change or modify in any material respect the obligation of Casella to make and consummate a Change of Control Offer or make and consummate an Asset Sale Offer with respect to such Change of Control or Asset Sale;

(10) make any change to the provisions of the indenture relating to subordination (including the related definitions) that adversely affects the rights of the Holders of the notes; or

(11) make any change in the preceding amendment and waiver provisions.

Notwithstanding the foregoing, without the consent of or prior notice to any Holder of notes, Casella and the Trustee may amend or supplement the indenture or the notes:

(1) to cure any ambiguity, defect or inconsistency;

(2) to provide for uncertificated notes in addition to or in place of certificated notes;

(3) to provide for the assumption of Casella's obligations to Holders of notes in the case of a merger or consolidation or sale of all or substantially all of Casella's assets;

(4) to make any change that would provide any additional rights or benefits to the Holders of notes or that does not adversely affect the legal rights under the indenture of any Holder;

(5) to comply with requirements of the SEC in order to effect or maintain the qualification of the indenture under the Trust Indenture Act; or

(6) to evidence and provide for the acceptance of appointment under the indenture by a successor or replacement trustee.

The consent of Holders of the notes is not necessary under the indenture to approve the particular form of any proposed amendment; it is sufficient if such consent approves the substance of the proposed amendment.

After an amendment under the indenture becomes effective, Casella is required to mail to the respective Holders a notice briefly describing such amendment. However, the failure to give such notice to all Holders entitled to receive such notice, or any defect therein, will not impair or affect the validity of the amendment.

No amendment of, or supplement or waiver to, the indenture shall adversely affect the rights of any holder of Senior Debt under the subordination provisions of the indenture without the consent of such holder or its Representative.

Limitation on Ownership of Notes

The indenture requires that each entity that is a beneficial holder of notes not knowingly acquire notes such that, after giving effect thereto, such entity owns 10% or more of the consolidated debt of Casella for which relevant subsidiaries of Casella are obligated (and to dispose of notes or other debt of Casella to the extent such entity becomes aware of exceeding such threshold), if such ownership would require consent of any regulatory authority under applicable law or regulation governing solid waste operators and such consent has not been obtained.

Casella and each Guarantor will use commercially reasonable efforts to obtain the consent, permit modification, exemption or other relief necessary for any entity that is a beneficial holder or potential beneficial holder of old notes or new notes to exceed any applicable debt ownership level under any applicable law or regulation promptly following written request by such entity that is a beneficial holder or potential beneficial holder (provided that such entity that is a beneficial holder or potential beneficial holder would qualify as an eligible or suitable holder under such law or regulation); *provided*, *however*, that nothing in this paragraph shall affect the provisions of the prior paragraph requiring a beneficial holder to dispose of notes or other debt if such consent has not been obtained and the failure to have such consent would constitute a violation of applicable law or regulation.

Governing Law

The indenture, the notes and the Subsidiary Guarantees are governed by the laws of the State of New York.

Concerning the Trustee

If the trustee becomes a creditor of Casella or any Guarantor, the indenture limits its right to obtain payment of claims in certain cases, or to realize on certain property received in respect of any such claim as security or otherwise. The trustee will be permitted to engage in other transactions; however, if it acquires any conflicting interest it must eliminate such conflict within 90 days, apply to the SEC for permission to continue or resign.

The Holders of a majority in principal amount of the then outstanding notes will have the right to direct the time, method and place of conducting any proceeding for exercising any remedy available to the trustee, subject to certain exceptions. The indenture provides that in case an Event of Default shall occur and be continuing, the trustee will be required, in the exercise of its power, to use the degree of care of a prudent person in the conduct of such person's own affairs. Subject to such provisions, the trustee will be under no obligation to exercise any of its rights or powers under the indenture at the request of any Holder of notes, unless such Holder shall have offered to the trustee security and indemnity satisfactory to it against any loss, liability or expense.

Certain Definitions

Set forth below are certain defined terms used in the indenture. Reference is made to the indenture for a full disclosure of all such terms, as well as any other capitalized terms used herein for which no definition is provided.

"***Acquired Debt***" means, with respect to any specified Person:

(1) Indebtedness of any other Person existing at the time such other Person is merged with or into or became a Restricted Subsidiary of such specified Person or which is assumed by such specified Person at the time such specified Person acquires the assets of such other Person, whether or not such Indebtedness is incurred in connection with, or in contemplation of, such other Person merging with or into, or selling its assets to, or becoming a Restricted Subsidiary of, such specified Person; and

(2) Indebtedness secured by a Lien encumbering any asset acquired by such specified Person.

"***Affiliate***" of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, "control," as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise. For purposes of this definition, the terms "controlling," "controlled by" and "under common control with" shall have correlative meanings.

"***amend***" means amend, modify, supplement, restate or amend and restate, including successively; and "amending" and "amended" have correlative meanings.

"**asset**" means any asset or property, whether real, personal or other, tangible or intangible.

"***Asset Sale***" means:

(a) the sale, lease, conveyance or other disposition of any assets, other than sales of inventory in the ordinary course of business consistent with past practices (such inventory to include solid waste, recyclables and other by-products of the wastestream collected by Casella and its Restricted Subsidiaries and sold to, or disposed of with, third parties in the ordinary course of business consistent with past practices); and

(b) the issuance of Equity Interests by any of Casella's Restricted Subsidiaries or the sale of Equity Interests in any of its Restricted Subsidiaries or the sale of Equity Interests held by Casella or its Restricted Subsidiaries in any of its Unrestricted Subsidiaries.

Notwithstanding the preceding, the following shall not be deemed to be Asset Sales:

(1) any single transaction or series of related transactions that (x) involves assets having a fair market value of less than $5.0 million or (y) results in net proceeds to Casella and its Restricted Subsidiaries of less than $5.0 million;

(2) a transfer of assets between or among Casella and/or one or more of its Restricted Subsidiaries;

(3) an issuance of Equity Interests by, or a transfer of Equity Interests in, a Restricted Subsidiary to Casella or to another Restricted Subsidiary;

(4) [reserved];

(5) disposals or replacements in the ordinary course of business of equipment that has become worn-out, obsolete or damaged or otherwise unsuitable for use in connection with the business of Casella and its Restricted Subsidiaries;

(6) the sale or disposition of cash or Cash Equivalents;

(7) the release, surrender or waiver of contract, tort or other claims of any kind as a result of the settlement of any litigation or threatened litigation;

(8) the granting or existence of Liens (and foreclosure thereon) not prohibited by the indenture; and

(9) a Restricted Payment or a Permitted Investment that is not prohibited by the covenant described above under the caption "Certain Covenants—Restricted Payments."

"***Attributable Debt***" in respect of a Sale and Leaseback Transaction means, at the time of determination, the present value of the obligation of the lessee for net rental payments during the remaining term of the lease included in such Sale and Leaseback Transaction including any period for which such lease has been extended or may, at the option of the lessor, be extended. Such present value shall be calculated using a discount rate equal to the rate of interest implicit in such transaction, determined in accordance with GAAP.

"***Available Amount***" means $50.0 million *minus*, with respect to each of clauses (2) and (3) of the definition of "Permitted Debt", the amount incurred from the Available Amount under the other such clause.

"***Basket***" has the meaning ascribed to such term in clause (3) of the first paragraph of the "Restricted Payments" covenant.

"***Beneficial Owner***" has the meaning assigned to such term in Rule 13d-3 and Rule 13d-5 under the Exchange Act, except that in calculating the beneficial ownership of any particular "person" (as such term is used in Section 13(d)(3) of the Exchange Act), such "person" shall be deemed to have beneficial ownership of all securities that such "person" has the right to acquire, whether such right is currently exercisable or is exercisable only upon the occurrence of a subsequent condition.

"***Board of Directors***" means (1) in the case of a corporation, the board of directors and (2) in all other cases, a body performing substantially similar functions as a board of directors.

"***Capital Lease Obligation***" means, at the time any determination thereof is to be made, the amount of the liability in respect of a capital lease that would at that time be required to be capitalized on a balance sheet in accordance with GAAP.

"***Capital Stock***" means:

(1) in the case of a corporation, corporate stock;

(2) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock;

(3) in the case of a partnership or limited liability company, partnership or membership interests (whether general or limited); and

(4) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person.

"***Casella***" means Casella Waste Systems, Inc., a Delaware corporation.

"***Cash Equivalents***" means:

(1) a marketable obligation, maturing within one year after issuance thereof, issued, guaranteed or insured by the government of the United States of America or an instrumentality or agency thereof;

(2) demand deposits, certificates of deposit, eurodollar time deposits, banker's acceptances, in each case, maturing within one year after issuance thereof, and overnight bank deposits, in each case, issued by any lender under the Senior Credit Facility, or a U.S. national or state bank or trust company or a European, Canadian or Japanese bank having capital, surplus and undivided profits of at least $500.0 million and whose long-term unsecured debt has a rating of "A" or better by S&P or A2 or better by Moody's or the equivalent rating by any other nationally recognized rating agency (provided that the aggregate face amount of all Investments in certificates of deposit or bankers' acceptances issued by the principal offices of or branches of such European or Japanese banks located outside the United States shall not at any time exceed $33^{1}/_{3}$% of all Investments described in this definition);

(3) open market commercial paper, maturing within 270 days after issuance thereof, which has a rating of A-2 or better by S&P or P-2 or better by Moody's, or the equivalent rating by any other nationally recognized rating agency;

(4) repurchase agreements and reverse repurchase agreements with a term not in excess of one year with any financial institution which has been elected a primary government securities dealer by the Federal Reserve Board or whose securities are rated AA? or better by S&P or Aa3 or better by Moody's or the

equivalent rating by any other nationally recognized rating agency relating to marketable direct obligations issued or unconditionally guaranteed by the United States of America or any agency or instrumentality thereof and backed by the full faith and credit of the United States of America; and

(5) shares of any money market mutual fund rated at least AAA or the equivalent thereof by S&P or at least Aaa or the equivalent thereof by Moody's or any other mutual fund at least 95% of the assets of which consist of the type specified in clauses (1) through (4) above.

"***Change of Control***" means the occurrence of any of the following:

(1) any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act) is or becomes the Beneficial Owner, directly or indirectly, of securities representing 50% or more of the voting power of all Voting Stock of Casella; or

(2) Continuing Directors shall cease to constitute at least a majority of the directors constituting the Board of Directors of Casella; or

(3) the sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the assets of Casella and its Restricted Subsidiaries taken as a whole to any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act); or

(4) Casella consolidates with, or merges with or into, any Person, or any Person consolidates with, or merges with or into, Casella, in any such event pursuant to a transaction in which any of the outstanding Voting Stock of Casella is converted into or exchanged for cash, securities or other property, other than any such transaction where the Voting Stock of Casella outstanding immediately prior to such transaction is converted into or exchanged for Voting Stock (other than Disqualified Capital Stock) of the surviving or transferee Person or the parent of such surviving or transferee Person representing a majority of the voting power of all Voting Stock of such surviving or transferee Person or the parent of such surviving or transferee Person immediately after giving effect to such issuance; or

(5) the adoption by the stockholders of Casella of a plan or proposal for the liquidation or dissolution of Casella.

"***Consolidated EBITDA***" means, with respect to any Person, for any period, the sum (without duplication) of

(1) Consolidated Net Income, and

(2) to the extent Consolidated Net Income has been reduced thereby,

a) all income taxes of such Person and its Restricted Subsidiaries paid or accrued in accordance with GAAP for such period (other than income taxes attributable to extraordinary gains or losses or income taxes attributable to Asset Sales and other sales or dispositions outside the ordinary course of business to the extent that gains or losses from such transactions have been excluded from the computation of Consolidated Net Income),

b) Consolidated Interest Expense, and

c) Consolidated Non-cash Charges less any non-cash items increasing Consolidated Net Income for such period (except to the extent such non-cash item increasing Consolidated Net Income relates to a cash benefit for any future period),

all as determined on a consolidated basis for such Person and its Restricted Subsidiaries in accordance with GAAP.

"***Consolidated Fixed Charge Coverage Ratio***" means, with respect to any Person, the ratio of (x) Consolidated EBITDA of such Person during the four full fiscal quarters for which financial statements are available (the "Four Quarter Period") ending on or prior to the Transaction Date to (y) Consolidated Fixed Charges of such Person for the Four Quarter Period.

For purposes of this definition, "Consolidated EBITDA" and "Consolidated Fixed Charges" shall be calculated after giving effect on a pro forma basis in accordance with Regulation S-X under the Exchange Act to the incurrence, repayment or redemption of any Indebtedness of such Person or any of its Restricted Subsidiaries giving rise to the need to make such calculation and any incurrence, repayment or redemption of other Indebtedness, other than the incurrence, repayment or redemption of Indebtedness in the ordinary course of business for working capital purposes pursuant to working capital facilities, occurring during the Four Quarter Period or at any time subsequent to the last day of the Four Quarter Period and prior to the Transaction Date, as if such incurrence, repayment or redemption, as the case may be, occurred on the first day of the Four Quarter Period.

In addition, Investments (including any Designation of Unrestricted Subsidiaries), Revocations, acquisitions, dispositions, mergers and consolidations that have been made by Casella or any of its Restricted Subsidiaries during the Four Quarter Period or subsequent to the Four Quarter Period and on or prior to the Transaction Date shall be given effect on a pro forma basis in accordance with Regulation S-X under the Exchange Act, to the extent applicable, assuming that all such Investments, Revocations, acquisitions, dispositions, mergers and consolidations (and the reduction or increase of any associated Consolidated Fixed Charges, and the change in Consolidated EBITDA, resulting therefrom) had occurred on the first day of the Four Quarter Period. If, since the beginning of such period, any Person (that subsequently became a Restricted Subsidiary or was merged with or into Casella or any Restricted Subsidiary since the beginning of such period) shall have made any Investment, Revocation, acquisition, disposition, merger or consolidation that would have required adjustment pursuant to this definition, then the Consolidated Fixed Charge Coverage Ratio shall be calculated giving pro forma effect thereto for such period as if such Investment, Revocation, acquisition, disposition, merger or consolidation had occurred at the beginning of the applicable Four Quarter Period.

If such Person or any of its Restricted Subsidiaries directly or indirectly Guarantees Indebtedness of a Person other than Casella or a Restricted Subsidiary, the preceding paragraph will give effect to the incurrence of such Guaranteed Indebtedness as if such Person or any Restricted Subsidiary of such Person had directly incurred or otherwise assumed such Guaranteed Indebtedness.

Furthermore, in calculating "Consolidated Fixed Charges" for purposes of determining the denominator (but not the numerator) of this "Consolidated Fixed Charge Coverage Ratio,"

(1) interest on outstanding Indebtedness determined on a fluctuating basis as of the Transaction Date and which will continue to be so determined thereafter shall be deemed to have accrued at a fixed rate per annum equal to the weighted average rate of interest during the Four Quarter Period;

(2) if interest on any Indebtedness actually incurred on the Transaction Date may optionally be determined at an interest rate based upon a factor of a prime or similar rate, a eurocurrency interbank offered rate, or other rates, then the interest rate in effect on the Transaction Date will be deemed to have been in effect during the Four Quarter Period; and

(3) notwithstanding clause (1) above, interest on Indebtedness determined on a fluctuating basis, to the extent such interest is covered by agreements relating to Hedging Obligations, shall be deemed to accrue at the weighted average rate per annum during the Four Quarter Period resulting after giving effect to the operation of such agreements.

"***Consolidated Fixed Charges***" means, with respect to any Person for any period, the sum, without duplication, of

(1) Consolidated Interest Expense, *plus*

(2) the amount of all dividend payments on any series of Preferred Stock of such Person and its Restricted Subsidiaries (other than dividends paid in Qualified Capital Stock and other than dividends paid to such Person or to a Restricted Subsidiary of such Person) paid, accrued or scheduled to be paid or accrued

during such period (provided that dividends paid by the increase in liquidation preference, or the issuance, of Disqualified Capital Stock shall be valued at the amount of such increase in liquidation preference or the value of the liquidation preference of such issuance, as applicable).

"***Consolidated Interest Expense***" means, with respect to any Person for any period, the sum of, without duplication,

(1) the aggregate of the interest expense of such Person and its Restricted Subsidiaries for such period determined on a consolidated basis in accordance with GAAP, including, without limitation,

a) any amortization of debt premium, discount and deferred financing costs, excluding (x) the write-off and non-cash amortization of debt premium, discount and deferred financing costs as a result of the prepayments of Indebtedness and (y) the amortization of debt premium, discount and deferred financing costs in connection with the notes, the Second Lien Notes and Permitted Refinancing Indebtedness in respect thereof, and the Senior Credit Facility;

b) the net costs under Hedging Obligations;

c) all capitalized interest; and

d) the interest portion of any deferred payment obligation;

(2) the interest component of Capital Lease Obligations and Attributable Debt paid, accrued and/or scheduled to be paid or accrued by such Person and its Restricted Subsidiaries during such period as determined on a consolidated basis in accordance with GAAP; and

(3) all interest on any Indebtedness of the type described in clause (a) or (b) of the concluding sentence of the first paragraph of the definition of "Indebtedness."

"***Consolidated Net Income***" means, with respect to any Person (such Person, for purposes of this definition, the "Referent Person"), for any period, the net income (or loss) of the Referent Person and its Restricted Subsidiaries for such period on a consolidated basis, determined in accordance with GAAP; *provided* that there shall be excluded from such net income (loss), to the extent otherwise included therein, without duplication,

(1) after-tax gains or losses on Asset Sales or other asset sales outside the ordinary course of business or abandonments or reserves relating thereto;

(2) after-tax extraordinary gains or extraordinary losses determined in accordance with GAAP;

(3) the net income (but not loss) of any Restricted Subsidiary of the Referent Person to the extent that the declaration of dividends or similar distributions by that Restricted Subsidiary of that income is restricted;

(4) the net income or loss of any Person that is not a Restricted Subsidiary of the Referent Person except to the extent of cash dividends or distributions paid to the Referent Person or to a Wholly Owned Restricted Subsidiary of the Referent Person (subject, in the case of a dividend or distribution paid to a Restricted Subsidiary, to the limitation contained in clause (3) above);

(5) any restoration to income of any contingency reserve, except to the extent that provision for such reserve was made out of Consolidated Net Income accrued at any time following the Issue Date;

(6) the net income of any Person earned prior to the date it becomes a Restricted Subsidiary of the Referent Person or is merged or consolidated with the Referent Person or any Restricted Subsidiary of the Referent Person;

(7) in the case of a successor to the Referent Person by consolidation or merger or as a transferee of the Referent Person's assets, any earnings of the successor corporation prior to such consolidation, merger or transfer of assets;

(8) gains or losses from the cumulative effect of any change in accounting principles, methods or interpretations;

(9) the write-off of deferred financing costs as a result of the prepayments of Indebtedness on the Issue Date described in this prospectus; and

(10) gains or losses from the extinguishment of Indebtedness.

"***Consolidated Non-cash Charges***" means, with respect to any Person, for any period, the aggregate depreciation, amortization and other non-cash charges of such Person and its Restricted Subsidiaries reducing the Consolidated Net Income of such Person and its Restricted Subsidiaries for such period determined on a consolidated basis in accordance with GAAP (excluding any such charges to the extent requiring an accrual of or a reserve for cash charges for any future period, but not excluding non-cash charges for closure, capping or post-closure obligations with respect to any landfills to the extent such obligations are not payable prior to the maturity date of the notes).

"***Continuing Director***" means, as of any date of determination, any member of the Board of Directors of Casella who:

(1) was a member of such Board of Directors on the date of the indenture; or

(2) was nominated for election or elected to such Board of Directors with the approval of a majority of the Continuing Directors who were members of such Board at the time of such nomination or election.

"***Coverage Ratio Exception***" has the meaning set forth in the first paragraph of the covenant described under the caption "Certain Covenants—Incurrence of Indebtedness and Issuance of Preferred Stock."

"***Default***" means any event that is, or with the passage of time or the giving of notice or both would be, an Event of Default.

"***Designated Senior Debt***" means (1) the Senior Credit Facility and all Hedging Obligations with respect thereto, (2) the obligations under the Second Lien Notes Documents and (3) any other Senior Debt permitted under the indenture (a) the principal amount of which is $25.0 million or more and (b) that has been designated by Casella as "Designated Senior Debt."

"***Designation***" has the meaning set forth in the "—Designation of Restricted and Unrestricted Subsidiaries" covenant.

"***Disinterested Director***" means, with respect to any transaction or series of related transactions, a member of the Board of Directors of Casella who (1) does not have any material direct or indirect financial interest in or with respect to such transaction or series of related transactions and (2) is not an Affiliate, officer, director or employee of any Person (other than Casella or any Restricted Subsidiary) who has any direct or indirect financial interest in or with respect to such transaction or series of related transactions.

"***Disqualified Capital Stock***" means any class or series of Capital Stock of any Person that by its terms or otherwise is

(1) required to be redeemed or is redeemable at the option of the holder of such class or series of Capital Stock at any time on or prior to the date that is 91 days after the Stated Maturity of the principal of the notes; or

(2) convertible into or exchangeable at the option of the holder thereof for Capital Stock referred to in clause (1) above or Indebtedness having a scheduled maturity on or prior to the date that is 91 days after the Stated Maturity of the principal of the notes.

Notwithstanding the preceding sentence, any Capital Stock that would constitute Disqualified Capital Stock solely because the holders of the Capital Stock have the right to require the issuer thereof to repurchase such Capital Stock upon the occurrence of a "change of control" or "asset sale" will not constitute Disqualified Capital Stock if such requirement only becomes operative after compliance with such terms applicable to the notes, including the purchase of any notes tendered pursuant thereto.

"***Equity Interests***" means Capital Stock and all warrants, options or other rights to acquire Capital Stock (but excluding any debt security that is convertible into, or exchangeable for, Capital Stock).

"***Exchange Notes***" has the meaning set forth under "Exchange Offer; Registration Rights."

"***Existing Indebtedness***" means Indebtedness of Casella and its Restricted Subsidiaries in existence on the Issue Date (after giving effect to the use of proceeds from the offering of the notes on the Issue Date as described in offering memorandum distributed in connection with the private offering of the old notes under the caption "Use of Proceeds") other than Indebtedness under the Senior Credit Facility, Indebtedness under the Second Lien Notes Documents and Indebtedness owed to Casella or any of its Subsidiaries, until such amounts are repaid.

"***FCR Disposition***" means (x) the sale of the assets and Equity Interests of FCR, LLC, Blue Mountain Recycling and their respective Subsidiaries as described under the heading "Summary—Recent Developments—Sale of Assets" in the offering memorandum related to the offering of the existing Notes dated January 26, 2011 or (y) if the sale described in clause (x) is not consummated, any other sale of all or a portion of the companies and assets comprising the FCR operating segment and any related intellectual property to the extent that the aggregate Net Proceeds of any such sale does not exceed the amount of Net Proceeds contemplated for the sale referenced under clause (x); provided that only the amount of Net Proceeds that exceeds the amount contemplated for the sale described in clause (x) shall be deemed to be excluded from the definition of FCR Disposition.

"***Foreign Subsidiary***" means any Restricted Subsidiary of Casella organized under the laws of any jurisdiction other than the United States of America or any State thereof or the District of Columbia.

"***Four Quarter Period***" has the meaning set forth in the definition of "Consolidated Fixed Charge Coverage Ratio."

"***GAAP***" means generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as have been approved by a significant segment of the accounting profession, in effect on the date of the indenture.

"***GreenFiber***" means U.S. GreenFiber LLC, a Delaware limited liability company.

"***Government Securities***" means direct obligations of, or obligations guaranteed by, the United States of America (including any agency or instrumentality thereof) and the payment for which the United States pledges its full faith and credit.

"***Guarantee***" means a guarantee other than by endorsement of negotiable instruments for collection in the ordinary course of business, direct or indirect, in any manner including, without limitation, by way of a pledge of assets or through letters of credit or reimbursement agreements in respect thereof, of all or any part of any Indebtedness.

"***Guarantors***" means:

(1) each of the Restricted Subsidiaries of Casella that is a borrower (other than Casella) or guarantor under the Senior Credit Facility or the indenture governing the Second Lien Notes as of the Issue Date; and

(2) each other Subsidiary of Casella that executes a Subsidiary Guarantee in accordance with the provisions of the indenture;

and their respective successors and assigns, and in each case, until such Person is released from its Subsidiary Guarantee in accordance with the provisions of the indenture.

"***Hedging Obligations***" means, with respect to any Person, the obligations of such Person under:

(1) interest rate swap agreements, interest rate cap agreements and interest rate collar agreements, foreign currency collar agreements, foreign currency hedging agreements or foreign currency swap agreements or other similar arrangements or agreements; and

(2) forward contracts, commodity swap agreements, commodity option agreements or other similar agreements or arrangements.

"***Holder***" means the registered holder of any note.

"***incur***" means to directly or indirectly, create, incur, issue, assume, guarantee or otherwise become directly or indirectly liable, contingently or otherwise, with respect to any Indebtedness and "incurrence" shall have a correlative meaning. For the avoidance of doubt, the accrual of interest, accretion or amortization of original issue discount and increase in the liquidation preference of Preferred Stock in lieu of payment of cash dividends thereon shall not be an incurrence; *provided*, in each such case, that the amount thereof is included in Consolidated Fixed Charges of Casella as accrued in the respective period. For the avoidance of doubt, Existing Indebtedness shall be deemed to have been incurred prior to the date of the indenture.

"***Indebtedness***" means, with respect to any specified Person, any indebtedness of such Person, whether or not contingent:

(1) in respect of borrowed money;

(2) evidenced by bonds, notes, debentures or similar instruments or letters of credit (or reimbursement agreements in respect thereof);

(3) in respect of banker's acceptances;

(4) representing Capital Lease Obligations;

(5) representing the balance deferred and unpaid of the purchase price of any property, except any such balance that constitutes an accrued expense or trade payable;

(6) representing any Hedging Obligations;

(7) representing any Disqualified Capital Stock of such Person and any Preferred Stock issued by a Restricted Subsidiary of such Person; or

(8) in respect of Attributable Debt,

if and to the extent any of the preceding items (other than letters of credit, Hedging Obligations, Disqualified Capital Stock and Preferred Stock) would appear as a liability upon a balance sheet of the specified Person prepared in accordance with GAAP. In addition, the term "Indebtedness" includes (a) all Indebtedness of others secured by a Lien on any asset of the specified Person (whether or not such Indebtedness is assumed by the specified Person), and (b) to the extent not otherwise included, the Guarantee by such Person of any Indebtedness of any other Person.

The amount of any Indebtedness outstanding as of any date shall be:

(1) the accreted value thereof, in the case of any Indebtedness issued with original issue discount;

(2) the maximum fixed price upon the mandatory redemption or repurchase (including upon the option of the holder), in the case of Disqualified Capital Stock of such Person;

(3) the maximum voluntary or involuntary liquidation preferences plus accrued and unpaid dividends, in the case of Preferred Stock of a Restricted Subsidiary of such Person; and

(4) the principal amount thereof, together with any interest thereon that is more than 30 days past due and any premium thereon if such Indebtedness is redeemable at the option of the holder at such date, in the case of any other Indebtedness.

"***Insurance Subsidiary***" means a Wholly Owned Restricted Subsidiary of Casella organized and operated as a captive insurance subsidiary under the laws of any State of the United States.

"***Investments***" means, with respect to any Person, all investments by such Person in other Persons (including Affiliates) in the forms of direct or indirect loans (including guarantees of Indebtedness or other obligations), advances or capital contributions, purchases or other acquisitions for consideration of Indebtedness, Equity Interests or other securities, together with all items that are or would be classified as investments on a balance sheet prepared in accordance with GAAP. "Investment" excludes (1) extensions of trade credit by Casella and its Restricted Subsidiaries on commercially reasonable terms in accordance with normal trade practices of Casella or such Restricted Subsidiary, as the case may be, and (2) any purchase, redemption or other acquisition or retirement for value of any Capital Stock of Casella or any warrants, options or other rights to purchase or acquire any such Capital Stock. If Casella or any Restricted Subsidiary of Casella sells or otherwise disposes of any Equity Interests of any direct or indirect Restricted Subsidiary of Casella such that, after giving effect to any such sale or disposition, such Person is no longer a Restricted Subsidiary of Casella, Casella shall be deemed to have made an Investment on the date of any such sale or disposition equal to the fair market value of the Equity Interests of such Restricted Subsidiary not sold or disposed of in an amount determined as provided in the penultimate paragraph of the covenant described above under the caption "Certain Covenants—Restricted Payments." The amount of any Investment shall be the original cost of such Investment, without any adjustments for increases or decreases in value, or write-ups, write downs or write-offs with respect to such Investment but less all cash distributions constituting a return of capital.

"***Issue Date***" means February 7, 2011, the date on which the old notes were first issued.

"***Lien***" means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected under applicable law, including any conditional sale or other title retention agreement, any lease in the nature thereof (other than an operating lease), any option or other agreement to sell or give a security interest in and any filing of or agreement to give any financing statement under the Uniform Commercial Code (or equivalent statutes) of any jurisdiction.

"***MERC***" means Maine Energy Recovery Corporation, Limited Partnership, a limited partnership formed under the laws of Maine.

"***Moody's***" means Moody's Investors Service, Inc. or any successor thereto.

"***Net Proceeds***" means the aggregate cash proceeds received by Casella or any of its Restricted Subsidiaries in respect of any Asset Sale, net of (a) the direct costs relating to such Asset Sale, including, without limitation, (i) legal, accounting and investment banking fees, and sales commissions, (ii) any relocation expenses incurred as a result thereof, and (iii) taxes paid or payable as a result thereof, in each case after taking into account any available tax credits or deductions and any tax sharing arrangements, (b) amounts required to be applied to the repayment of Indebtedness, other than subordinated Indebtedness, secured by a Lien on the specific asset or assets that were the subject of such Asset Sale, which Lien is permitted by the indenture, (c) if the assets subject to such Asset Sale were financed by industrial revenue bonds or solid waste disposal bonds, amounts required to be applied to the repayment of such bonds (or to the repayment of Indebtedness funded by such bonds) with the proceeds of such disposition by the terms of such bonds or such Indebtedness and (d) appropriate amounts to be provided by Casella or any Restricted Subsidiary, as the case may be, as a reserve required in accordance with

GAAP against any adjustment in the sale price of such asset or assets or liabilities associated with such Asset Sale and retained by Casella or any Restricted Subsidiary, as the case may be, after such Asset Sale, including, without limitation, pensions and other postemployment benefit liabilities, liabilities related to environmental matters and liabilities under any indemnification obligations associated with such Asset Sale, all as reflected in an Officers' Certificate delivered to the Trustee; *provided*, *however*, that any amounts remaining after adjustments, revaluations or liquidations of such reserves shall constitute Net Proceeds.

"***Obligations***" means, with respect to any Indebtedness, the principal, premium, if any, interest, penalties, fees, indemnifications, reimbursements, damages and other liabilities payable under the documentation governing such Indebtedness.

"***Officers' Certificate***" means a certificate signed on behalf of Casella by any one of the following: the Chief Executive Officer, the President, the Vice President Finance, the Chief Financial Officer, Treasurer, Controller or the Secretary of Casella and delivered to the trustee.

"***Opinion of Counsel***" means a written opinion from legal counsel who is reasonably acceptable to the trustee. The counsel may be an employee of or counsel to Casella, a Guarantor or the trustee.

"***Permitted Business***" means the business of Casella and its Restricted Subsidiaries conducted on the Issue Date and businesses ancillary or reasonably related thereto, which, for purposes hereof, shall include the business conducted by GreenFiber and businesses ancillary or reasonably related thereto.

"Permitted Investments" means:

(1) any Investment in Cash Equivalents;

(2) any Investment in Casella or any Restricted Subsidiary;

(3) any Investment by Casella or any of its Restricted Subsidiaries in a Person, if as a result of such Investment:

(4) such Person becomes a Restricted Subsidiary; or

(5) such Person is merged, consolidated or amalgamated with or into, or transfers or conveys substantially all of its assets to, or is liquidated into, Casella or a Restricted Subsidiary;

(6) any Investment made as a result of the receipt of non-cash consideration from an Asset Sale that was made pursuant to and in compliance with the provisions of the indenture described above under the caption "—Repurchase at the Option of Holders—Asset Sales" or any transaction not constituting an Asset Sale by reason of the $5.0 million threshold contained in clause (1) of the definition thereof;

(7) any Investment acquired in exchange for the issuance of, or acquired with the net cash proceeds of any substantially concurrent issuance and sale of, Qualified Capital Stock; *provided* that no such issuance or sale shall increase the Basket;

(8) loans and advances in the ordinary course of business to employees, officers or directors of Casella or any of its Restricted Subsidiaries in an aggregate amount, when taken together with all other Investments made pursuant to this clause (6) since the date of the indenture, not to exceed $2.0 million at any one time outstanding;

(9) Hedging Obligations permitted by clause (6) of the second paragraph of the covenant described under the caption "—Certain Covenants—Incurrence of Indebtedness and Issuance of Preferred Stock";

(10) Investments in securities of trade creditors or customers received in settlement of obligations or upon the bankruptcy or insolvency of such trade creditors or customers pursuant to any plan of reorganization or similar arrangement;

(11) other Investments in any Person having an aggregate fair market value (measured on the date each such Investment was made and without giving effect to subsequent changes in value), when taken together with all other Investments made pursuant to this clause (9) since the date of the indenture, not exceeding $15.0 million at any one time outstanding;

(12) Investments in an Insurance Subsidiary having an aggregate fair market value (measured on the date each such Investment was made and without giving effect to subsequent changes in value), when taken together with all other Investments made pursuant to this clause (10) since the date of the indenture, not exceeding $20.0 million at any one time outstanding; and

(13) Investments in joint ventures engaged in a Permitted Business having an aggregate fair market value (measured on the date each such Investment was made and without giving effect to subsequent changes in value), when taken together with all other Investments made pursuant to this clause (11) since the date of the indenture, not exceeding $20.0 million at any one time outstanding.

The amount of Investments outstanding at any time pursuant to clauses (9) and (11) above shall be deemed to be reduced, without duplication:

(a) upon the disposition or repayment of or return on any Investment made pursuant to clauses (9) or (11) above, by an amount equal to the return of capital with respect to such Investment to Casella or any of its Restricted Subsidiaries (to the extent not included in the computation of Consolidated Net Income), less the cost of the disposition of such Investment and net of taxes;

(b) upon a redesignation of an Unrestricted Subsidiary as a Restricted Subsidiary, by an amount equal to the lesser of (x) the fair market value of Casella's proportionate interest in such Subsidiary immediately following such redesignation, and (y) the aggregate amount of Investments in such Subsidiary that increased (and did not previously decrease) the amount of Investments outstanding pursuant to clauses (9) or (11) above; and

(c) upon the making of an Investment in a Person that was not a Restricted Subsidiary of Casella immediately prior to the making of such Investment but that subsequently becomes a Restricted Subsidiary of Casella, by an amount equal to the lesser of (x) the fair market value of Casella's proportionate interest in such Subsidiary immediately following such redesignation, and (y) the aggregate amount of Investments in such Subsidiary that increased (and did not previously decrease) the amount of Investments outstanding pursuant to clauses (9) or (11) above.

"***Permitted Junior Securities***" means: (1) Equity Interests in Casella or any Guarantor; or (2) debt securities of Casella or any Guarantor that are subordinated to all Senior Debt and any debt securities issued in a plan of reorganization in exchange for Senior Debt to substantially the same extent as, or to a greater extent than, the notes and the Subsidiary Guarantees are subordinated to Senior Debt pursuant to the indenture.

"***Permitted Liens***" means:

(1) Liens on assets of Casella or any Guarantor to secure Senior Debt of Casella or such Guarantor;

(2) Liens in favor of Casella or any Restricted Subsidiary;

(3) Liens on property of a Person existing at the time such Person is merged with or into or consolidated with Casella or any Restricted Subsidiary of Casella; *provided* that such Liens were in existence prior to the contemplation of such merger or consolidation and do not extend to any assets other than those of the Person merged into or consolidated with Casella or its Restricted Subsidiary;

(4) Liens on property existing at the time of acquisition thereof by Casella or any Restricted Subsidiary of Casella; *provided* that such Liens were in existence prior to the contemplation of such acquisition and do not extend to any assets other than the property so acquired;

(5) Liens to secure the performance of statutory obligations, surety or appeal bonds, performance bonds or other obligations of a like nature incurred in the ordinary course of business;

(6) Liens to secure Indebtedness permitted by clause (4) of the second paragraph of the covenant entitled "—Incurrence of Indebtedness and Issuance of Preferred Stock;" *provided* that no such Liens shall extend to any asset other than the specified asset being financed and additions and improvements thereon;

(7) Liens existing on the date of the indenture and continuation statements with respect to such Liens filed in accordance with the provisions of the Uniform Commercial Code or similar state commercial codes;

(8) judgment Liens not giving rise to an Event of Default so long as such Lien is adequately bonded and any appropriate legal proceedings which may have been duly initiated for the review of such judgment shall not have been finally terminated or the period within which such proceedings may be initiated shall not have expired;

(9) Liens securing Permitted Refinancing Indebtedness which is incurred to refinance any Indebtedness which has been secured by a Lien permitted under the indenture and which has been incurred in accordance with the provisions of the indenture; *provided* that such Liens (a) are not materially less favorable to the Holders and are not materially more favorable to the lienholders with respect to such Liens than the Liens in respect of the Indebtedness being refinanced and (b) do not extend to or cover any property or assets of Casella or any of its Restricted Subsidiaries not securing the Indebtedness so refinanced;

(10) Liens upon specific items of inventory or other goods and proceeds of any Person securing such Person's obligations in respect of bankers' acceptance issued or created for the account of such Person to facilitate the purchase, shipment or storage of such inventory or other goods;

(11) Liens securing reimbursement obligations with respect to letters of credit which encumber documents and other property relating to such letters of credit and products and proceeds thereof;

(12) Liens for taxes, assessments or governmental charges or claims that are not yet delinquent or that are being contested in good faith by appropriate proceedings promptly instituted and diligently concluded, *provided* that any reserve or other appropriate provision as shall be required in conformity with GAAP shall have been made therefor;

(13) Liens securing Hedging Obligations;

(14) deposits or pledges made in connection with, or to secure payment of, workmen's compensation, unemployment insurance, old age pensions or other social security obligations;

(15) Liens of carriers, warehousemen, mechanics and materialmen, and other like liens incurred in the ordinary course of business;

(16) Liens on any landfill acquired after the Issue Date securing reasonable royalty or similar payments (determined by reference to volume or weight utilized) due to the seller of such landfill as a consequence of such acquisition;

(17) Liens securing cash management obligations of Casella and its Restricted Subsidiaries that are secured by the collateral securing the Senior Credit Facility;

(18) other Liens incurred in the ordinary course of business of Casella or any Restricted Subsidiary of Casella with respect to obligations that do not exceed $5.0 million at any one time outstanding; and

(19) Liens on assets of any Restricted Subsidiary that is not a Guarantor to secure Indebtedness of such Restricted Subsidiary permitted hereunder.

"***Permitted Refinancing Indebtedness***" means any Indebtedness of Casella or any of its Restricted Subsidiaries issued in exchange for, or the net proceeds of which are used to refinance other Indebtedness of Casella or any of its Restricted Subsidiaries; *provided* that:

(1) the principal amount (or accreted value, if applicable) or liquidation preference of such Permitted Refinancing Indebtedness does not exceed the principal amount (or accreted value, if applicable), plus

accrued interest and premium, if any, on the Indebtedness, or the liquidation preference, plus accrued dividends and premium, if any, on the Preferred Stock, so refinanced (plus the amount of reasonable expenses incurred in connection therewith);

(2) such Permitted Refinancing Indebtedness has a final maturity date, or mandatory redemption date, later than the final maturity date, or mandatory redemption date as applicable, of, and has a Weighted Average Life to Maturity equal to or greater than the Weighted Average Life to Maturity of, the Indebtedness or Preferred Stock being refinanced;

(3) if the Indebtedness being refinanced is subordinated in right of payment to the notes, or the Subsidiary Guarantees, such Permitted Refinancing Indebtedness is subordinated in right of payment to the notes on terms at least as favorable to the Holders of notes or the Subsidiary Guarantees, as applicable, as those contained in the documentation governing the Indebtedness being refinanced;

(4) if the Indebtedness being refinanced ranks *pari passu* with the notes or the Subsidiary Guarantees, such Permitted Refinancing Indebtedness ranks *pari passu* with, or is subordinated in right of payment to, the notes or the Subsidiary Guarantees, as applicable;

(5) Preferred Stock shall be refinanced only with Preferred Stock; and

(6) the obligor(s) on the Permitted Refinancing Indebtedness thereof shall include only obligor(s) on such Indebtedness being refinanced, Casella and/or one or more of the Guarantors.

"***Person***" means an individual, partnership, corporation, limited liability company, firm, association, joint stock company, unincorporated organization, trust, bank, trust company, land trust, business trust or other enterprise, joint venture, or a governmental agency or political subdivision thereof or other entity.

"***Preferred Stock***" of any Person means any Capital Stock of such Person that has preferential rights to any other Capital Stock of such Person with respect to dividends or redemption or upon liquidation.

"***Public Equity Offering***" means any underwritten public offering of common stock of Casella.

"***Purchase Money Obligations***" means Indebtedness of Casella or any of its Restricted Subsidiaries incurred for the purpose of financing all or any part of the purchase price, or the cost of construction or improvement, of any assets to be used in the business of Casella or such Restricted Subsidiary; *provided*, *however*, that (1) the aggregate amount of such Indebtedness shall not exceed such purchase price or cost, (2) such Indebtedness shall be incurred no later than 180 days after the acquisition of such assets or such construction or improvement and (3) such Indebtedness shall not be secured by any assets of Casella or any of its Restricted Subsidiaries other than the assets so acquired, constructed or improved.

"***Qualified Capital Stock***" means any Capital Stock of Casella that is not Disqualified Capital Stock.

"***refinance***" means to extend, refinance, renew, replace, defease or refund, including successively; and "refinancing" and "refinanced" shall have correlative meanings.

"***Registration Rights Agreement***" means (i) the registration rights agreement dated as of the Issue Date among Casella, the Guarantors and the initial purchasers of the notes issued on the Issue Date and (ii) any other registration rights agreement entered into in connection with an issuance of Additional Notes in a private offering after the Issue Date.

"***Replacement Asset***" has the meaning set forth in the "—Repurchase at the Option of Holders—Asset Sales" covenant.

"***Representative***" means the indenture trustee or other trustee, agent or representative in respect of any Designated Senior Debt; *provided* that if, and for so long as, any Designated Senior Debt lacks such a

representative, then the Representative for such Designated Senior Debt shall at all times constitute the holders of a majority in outstanding principal amount of such Designated Senior Debt.

"***Restricted Investment***" means an Investment other than a Permitted Investment.

"***Restricted Subsidiary***" of a Person means any Subsidiary of the referent Person that is not an Unrestricted Subsidiary.

"***Revocation***" has the meaning set forth in the "—Designation of Restricted and Unrestricted Subsidiaries" covenant.

"***S&P***" means Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc., or any successor thereto.

"***Sale and Leaseback Transaction***" means an arrangement relating to property now owned or hereafter acquired whereby Casella or a Restricted Subsidiary of Casella transfers such property to a Person and Casella or a Restricted Subsidiary of Casella leases it from such Person.

"***SEC***" means the Securities and Exchange Commission.

"***Second Lien Notes***" means Casella's 11.0% Senior Second Lien Notes due 2014 issued under the Second Lien Notes Documents.

"***Second Lien Notes Documents***" means that certain indenture dated as of July 9, 2009 by and among Casella, the guarantors named therein and Wilmington Trust Company, as trustee, including any notes, guarantees, collateral and security documents (including mortgages, pledge agreements and other security arrangements), instruments and agreements executed in connection therewith, and in each case as amended or refinanced from time to time, including any agreement or agreements extending the maturity of, refinancing or otherwise restructuring (including increasing the amount of other Indebtedness outstanding or available to be borrowed thereunder) all or any portion of the Indebtedness under such agreement, and any successor or replacement indenture.

"***Senior Credit Facility***" means the Second Amended and Restated Revolving Credit and Term Loan Agreement, dated as of July 9, 2009, among Casella, the Guarantors, Bank of America, N.A., as administrative agent, and the lenders party thereto, including any notes, guarantees, collateral and security documents (including mortgages, pledge agreements and other security arrangements), instruments and agreements executed in connection therewith, and in each case as amended or refinanced from time to time, including any agreement or agreements extending the maturity of, refinancing or otherwise restructuring (including increasing the amount of borrowings or other Indebtedness outstanding or available to be borrowed thereunder) all or any portion of the Indebtedness under such agreement, and any successor or replacement agreement or agreements with the same or any other borrowers, agents, creditors, lenders or group of creditors or lenders.

"***Senior Debt***" means:

(1) all Indebtedness outstanding under the Senior Credit Facility, and all Hedging Obligations with respect thereto;

(2) all Indebtedness outstanding under the Second Lien Notes and the Second Lien Notes Documents, and all Hedging Obligations with respect thereto;

(3) any other Indebtedness of Casella or a Guarantor not prohibited under the terms of the indenture, unless the instrument under which such Indebtedness is incurred expressly provides that it is on a parity with the notes or subordinated in right of payment to the notes or any other Indebtedness of Casella; and

(4) all Obligations with respect to the items listed in the preceding clauses (1), (2) and (3) (including any interest accruing subsequent to the filing of a petition of bankruptcy at the rate provided for in the documentation with respect thereto, whether or not such interest is an allowed claim under applicable law).

Notwithstanding anything to the contrary in the preceding, Senior Debt will not include:

(1) any liability for federal, state, local or other taxes owed or owing by Casella;

(2) any Indebtedness of Casella to any of its Subsidiaries or other Affiliates;

(3) any trade payables; or

(4) any Indebtedness that is incurred in violation of the indenture (but, as to any such obligation, no such violation shall be deemed to exist for purposes of this clause (4) if the holders(s) of such obligation or their Representative shall have received an Officers' Certificate of Casella to the effect that the incurrence of such Indebtedness does not (or, in the case of revolving credit Indebtedness, that the incurrence of the entire committed amount thereof at the date of the initial borrowing thereunder is made would not) violate the indenture).

"***Significant Subsidiary***" means (1) any Restricted Subsidiary that would be a "significant subsidiary" as defined in Article 1, Rule 1-02 of Regulation S-X, promulgated pursuant to the Act, as such Regulation is in effect on the date hereof or (2) any Restricted Subsidiary that, when aggregated with all other Restricted Subsidiaries that are not otherwise Significant Subsidiaries and as to which any event described in clause (7), (8) or (9) under "Events of Default" has occurred and is continuing, would constitute a Significant Subsidiary under clause (1) of this definition.

"***Specified Assets***" means the assets or Equity Interests of K-C International Ltd., the brokerage business of Casella Recycling LLC (f/k/a KTI Recycling of New England Inc.), U.S. GreenFiber LLC, KTI New Jersey Fibers, Inc., Casella RTG Investors Co., LLC, RecycleRewards, Inc. (the parent company of RecycleBank, LLC), MERC, the Ghent, NY recycling facility, the landfill gas-to-energy facility of The Hyland Facility Associates, the landfill gas-to-energy facility of New England Waste Services of N.Y., Inc., the landfill gas-to-energy facility of New England Waste Services of Maine, Inc., the Westfield, Jamestown and/or Dunkirk hauling companies and assets of Casella Waste Management of N.Y., Inc., the Peabody and/or Salem hauling companies and assets of Casella Waste Management of Massachusetts, Inc., or the successors of the foregoing only with respect to the businesses conducted by the foregoing on the date of the indenture.

"***Stated Maturity***" means, with respect to any installment of interest or principal on any Indebtedness, the date on which such payment of interest or principal is scheduled to be paid in the documentation governing such Indebtedness, and shall not include any contingent obligations to repay, redeem or repurchase any such interest or principal prior to the date originally scheduled for the payment thereof.

"***Subsidiary***" means, with respect to any Person:

(1) any corporation, association or other business entity of which more than 50% of the total voting power of shares of Capital Stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person (or a combination thereof); and

(2) any partnership (a) the sole general partner or the managing general partner of which is such Person or a Subsidiary of such Person or (b) the only general partners of which are such Person or of one or more Subsidiaries of such Person (or any combination thereof).

"***Subsidiary Guarantee***" means the subordinated Guarantee by each Guarantor of Casella's payment obligations under the indenture and the notes, executed pursuant to the indenture.

"***Transaction Date***" means the date of the transaction giving rise to the need to calculate the Consolidated Fixed Charge Coverage Ratio.

"***Unrestricted Subsidiary***" of any Person means

(1) any Subsidiary of such Person that at the time of determination has been designated an Unrestricted Subsidiary, and has not been redesignated a Restricted Subsidiary, in accordance with the "—Designation of Restricted and Unrestricted Subsidiaries" covenant; and

(2) any Subsidiary of such Unrestricted Subsidiary.

"***Voting Stock***" of any Person as of any date means the Capital Stock of such Person that is entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees of such Person.

"***Weighted Average Life to Maturity***" means, when applied to any Indebtedness or Disqualified Capital Stock at any date, the number of years obtained by dividing:

(1) the sum of the products obtained by multiplying (a) the amount of each then remaining installment, sinking fund, serial maturity or other required payment of principal or liquidation preference, including payment at final maturity, in respect thereof, by (b) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment; by

(2) the then outstanding principal amount or liquidation preference of such Indebtedness or Disqualified Capital Stock.

"***Wholly Owned Restricted Subsidiary***" of any Person means a Restricted Subsidiary of such Person all of the outstanding Capital Stock or other ownership interests of which (other than directors' qualifying shares) shall at the time be owned by such Person and/or by one or more Wholly Owned Restricted Subsidiaries of such Person.

BOOK-ENTRY, DELIVERY AND FORM

General

The new notes will be issued in registered, global form in minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof. The new notes initially will be represented by notes in registered, global form without interest coupons (collectively, the "Global Notes"). The Global Notes will be deposited upon issuance with the trustee as custodian for DTC, in New York, New York, and registered in the name of DTC's nominee, Cede & Co., for credit to an account of a direct or indirect participant in DTC as described below. Global Notes may be transferred, in whole and not in part, only to another nominee of DTC or to a successor of DTC or its nominee.

Beneficial interests in the Global Notes may be held through Euroclear and Clearstream (as indirect participants in DTC). Beneficial interests in the Global Notes may not be exchanged for notes in certificated form ("Certificated Notes") except in the limited circumstances described below. See "— Exchange of Global Notes for Certificated Notes."

Transfers of beneficial interests in the Global Notes will be subject to the applicable rules and procedures of DTC and its direct or indirect participants (including, if applicable, those of Euroclear and Clearstream), which may change from time to time.

Depository Procedures

The following description of the operations and procedures of DTC, Euroclear and Clearstream are provided solely as a matter of convenience. These operations and procedures are solely within the control of the respective settlement systems and are subject to changes by them. Casella takes no responsibility for these operations and procedures and urges investors to contact the system or their participants directly to discuss these matters.

DTC has advised Casella that DTC is a limited-purpose trust company created to hold securities for its participating organizations (collectively, the "Participants") and to facilitate the clearance and settlement of transactions in those securities between the Participants through electronic book-entry changes in accounts of its Participants. The Participants include securities brokers and dealers (including the initial purchasers), banks, trust companies, clearing corporations and certain other organizations. Access to DTC's system is also available to other entities such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a Participant, either directly or indirectly (collectively, the "Indirect Participants"). Persons who are not Participants may beneficially own securities held by or on behalf of DTC only through the Participants or the Indirect Participants. The ownership interests in, and transfers of ownership interests in, each security held by or on behalf of DTC are recorded on the records of the Participants and Indirect Participants.

DTC has also advised Casella that, pursuant to procedures established by it:

- upon deposit of the Global Notes, DTC will credit the accounts of the Participants designated by the initial purchasers with portions of the principal amount of the Global Notes; and
- ownership of these interests in the Global Notes will be shown on, and the transfer of ownership of these interests will be effected only through, records maintained by DTC (with respect to the Participants) or by the Participants and the Indirect Participants (with respect to other owners of beneficial interest in the Global Notes).

Investors in the Global Notes who are Participants may hold their interests therein directly through DTC. Investors in the Global Notes who are not Participants may hold their interests therein indirectly through organizations (including Euroclear and Clearstream) that are Participants in such system. Euroclear and Clearstream will hold interests in the Global Notes on behalf of their participants through customers' securities

accounts in their respective names on the books of their respective depositories, which are Euroclear Bank S.A./N.V., as operator of Euroclear, and Citibank, N.A., as operator of Clearstream. All interests in a Global Note, including those held through Euroclear or Clearstream, may be subject to the procedures and requirements of DTC.

Those interests held through Euroclear or Clearstream may also be subject to the procedures and requirements of such systems.

The laws of some states require that certain persons take physical delivery in definitive form of securities that they own. Consequently, the ability to transfer beneficial interests in a Global Note to such persons will be limited to that extent. Because DTC can act only on behalf of the Participants, which in turn act on behalf of the Indirect Participants, the ability of a person having beneficial interests in a Global Note to pledge such interests to persons that do not participate in the DTC system, or otherwise take actions in respect of such interests, may be affected by the lack of a physical certificate evidencing such interests.

Except as described above, owners of beneficial interests in the Global Notes will not have new notes registered in their names, will not receive physical delivery of new notes in certificated form and will not be considered the registered owners or "Holders" thereof under the indenture for any purpose.

Payments in respect of the principal of, and interest and premium, if any, on a Global Note registered in the name of DTC or its nominee will be payable to DTC in its capacity as the registered holder of the notes under the indenture. Under the terms of the indenture, Casella and the trustee will treat the persons in whose names the notes, including the Global Notes, are registered as the owners of the notes for the purpose of receiving payments and for all other purposes. Consequently, neither Casella, the trustee nor any of Casella's or the trustee's agents has or will have any responsibility or liability for:

- any aspect of DTC's records or any Participant's or Indirect Participant's records relating to, or payments made on account of, beneficial ownership interests in the Global Notes or for maintaining, supervising or reviewing any of DTC's records or any Participant's or Indirect Participant's records relating to the beneficial ownership interests in the Global Notes; or
- any other matter relating to the actions and practices of DTC or any of its Participants or Indirect Participants.

DTC has advised Casella that its current practice, upon receipt of any payment in respect of securities such as the notes, is to credit the accounts of the relevant Participants with the payment on the payment date unless DTC has reason to believe it will not receive payment on such payment date. Each relevant Participant is credited with an amount proportionate to its beneficial ownership of an interest in the principal amount of the relevant security as shown on the records of DTC. Payments by the Participants and the Indirect Participants to the beneficial owners of notes will be governed by standing instructions and customary practices and will be the responsibility of the Participants or the Indirect Participants and will not be the responsibility of DTC, the trustee or Casella. Neither Casella nor the trustee will be liable for any delay by DTC or any of the Participants or the Indirect Participants in identifying the beneficial owners of the Notes, and Casella and the trustee may conclusively rely on and will be protected in relying on instructions from DTC or its nominee for all purposes.

Transfers between the Participants will be effected in accordance with DTC's procedures and will be settled in same-day funds, and transfers between participants in Euroclear and Clearstream will be effected in accordance with their respective rules and operating procedures.

Cross-market transfers between the Participants in DTC, on the one hand, and Euroclear or Clearstream participants, on the other hand, will be effected through DTC in accordance with DTC's rules on behalf of Euroclear or Clearstream, as the case may be, by its depositary; however, such cross-market transactions will require delivery of instructions to Euroclear or Clearstream, as the case may be, by the counterparty in such

system in accordance with the rules and procedures and within the established deadlines (Brussels time) of such system. Euroclear or Clearstream, as the case may be, will, if the transaction meets its settlement requirements, deliver instructions to its respective depositary to take action to effect final settlement on its behalf by delivering or receiving interests in the relevant Global Note in DTC, and making or receiving payment in accordance with normal procedures for same-day funds settlement applicable to DTC. Euroclear participants and Clearstream participants may not deliver instructions directly to the depositories for Euroclear or Clearstream.

DTC has advised Casella that it will take any action permitted to be taken by a holder of notes only at the direction of one or more Participants to whose account DTC has credited the interests in the Global Notes and only in respect of such portion of the aggregate principal amount of the notes as to which such Participant or Participants has or have given such direction. However, if there is an Event of Default under the notes, DTC reserves the right to exchange the Global Notes for Certificated Notes, and to distribute such notes to the Participants.

Although DTC, Euroclear and Clearstream have agreed to the foregoing procedures to facilitate transfers of interests in the Global Notes among participants in DTC, Euroclear and Clearstream, they are under no obligation to perform or to continue to perform such procedures, and may discontinue such procedures at any time. None of Casella, the trustee or any of their respective agents will have any responsibility for the performance by DTC, Euroclear or Clearstream or their respective participants or indirect participants of their respective obligations under the rules and procedures governing their operations.

Exchange of Global Notes for Certificated Notes

We will issue Certificated Notes to each person that DTC identifies as the beneficial owner of the new notes represented by a Global Note upon surrender by DTC of the Global Note if:

- DTC notifies us that it is no longer willing or able to act as a depositary for such Global Note or ceases to be a clearing agency registered under the Exchange Act, and we have not appointed a successor depositary within 90 days of that notice or becoming aware that DTC is no longer so registered or willing or able to act as a depositary;
- an event of default has occurred and is continuing, and DTC requests the issuance of Certificated Notes; or
- we determine not to have the new notes represented by a Global Note.

In all cases, Certificated Notes delivered in exchange for any Global Note or beneficial interests in Global Notes will be in registered form, registered in the names, and issued in any approved denominations, requested by or on behalf of the depositary (in accordance with its customary procedures).

MATERIAL U.S. FEDERAL INCOME TAX CONSIDERATIONS

The following is a summary of the material U.S. federal income and estate tax considerations related to the exchange offer and the ownership and disposition of the new notes. This summary is based upon provisions of the Internal Revenue Code of 1986, as amended or the Code, U.S. Treasury Regulations, administrative rulings and judicial decisions in effect as of the date of this prospectus, any of which may subsequently be changed, possibly retroactively, or interpreted differently by the Internal Revenue Service, or the IRS, so as to result in U.S. federal income and estate tax consequences different from those discussed below. Except where noted, this summary deals only with notes held as capital assets (generally for investment purposes). This summary does not address all aspects of U.S. federal income and estate taxes related to the exchange offer and the ownership and disposition of the new notes and does not address all tax consequences that may be relevant to holders in light of their personal circumstances or particular situations, such as:

- tax consequences to holders who may be subject to special tax treatment, including dealers or traders in securities or currencies, banks and other financial institutions, regulated investment companies, real estate investment trusts, tax-exempt entities, insurance companies, pension plans, individual retirement accounts or other tax deferred accounts and traders in securities that elect to use a mark-to-market method of accounting for their securities;
- tax consequences to persons holding notes as a part of a hedging, integrated, conversion or constructive sale transaction or a straddle or other risk reduction transaction;
- tax consequences to U.S. holders (as defined below) of notes whose "functional currency" is not the U.S. dollar;
- tax consequences to partnerships or other pass-through entities and their members;
- tax consequences to certain former citizens or residents of the United States;
- U.S. federal alternative minimum tax consequences, if any;
- any state, local or foreign tax consequences; and
- U.S. federal estate or gift tax consequences, if any, except as set forth below with respect to non-U.S. holders.

If a partnership (including any entity or arrangement treated as a partnership for U.S. federal income tax purposes) holds notes, the tax treatment of a partner will generally depend upon the status of the partner and the activities of the partnership. A beneficial owner that is a partnership and partners in such a partnership should consult their tax advisors.

This summary of material U.S. federal income and estate tax considerations is for general information only and is not tax advice for any particular investor. This summary does not address the tax considerations arising under the laws of any foreign, state, or local jurisdiction. You should consult your tax advisors concerning the U.S. federal income and estate tax consequences to you in light of your own specific situation, as well as consequences arising under the laws of any other taxing jurisdiction.

In this discussion, we use the term "U.S. holder" to refer to a beneficial owner of notes, that is, for U.S. federal income tax purposes:

- an individual citizen or resident of the United States;
- a corporation (or any other entity or arrangement treated as a corporation for U.S. federal income tax purposes) created or organized in or under the laws of the United States, any state thereof or the District of Columbia;
- an estate the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust, if it (i) is subject to the primary supervision of a court within the U.S. and one or more U.S. persons have the authority to control all substantial decisions of the trust, or (ii) has a valid election in effect under applicable U.S. Treasury Regulations to be treated as a U.S. person.

We use the term "non-U.S. holder" to describe a beneficial owner (other than a partnership or other pass-through entity) of notes that is not a U.S. holder. Non-U.S. holders should consult their tax advisors to determine the U.S. federal, state, local and other tax consequences that may be relevant to them.

Exchange Offer

The exchange of old notes for new notes pursuant to the exchange offer should not constitute a taxable event for U.S. federal income tax purposes. As a result, (1) a U.S. holder should not recognize a taxable gain or loss as a result of exchanging such holder's old notes for new notes, (2) the holding period of the new notes received should include the holding period of the old notes exchanged therefor, and (3) the adjusted tax basis of the new notes received should be the same as the adjusted tax basis of the old notes exchanged therefor immediately before such exchange.

Consequences to U.S. Holders

Payments of Stated Interest. Subject to the discussion below under "Additional payments", stated interest on a new note generally will be taxable to a U.S. holder as ordinary income at the time it is received or accrued in accordance with the U.S. holder's usual method of accounting for tax purposes.

A portion of the price paid for the old notes issued on October 9, 2012 was attributable to the amount of unpaid stated interest accrued prior to the date the notes were issued ("pre-issuance accrued interest"). Consequently, the portion of the first stated interest payment on the new notes equal to the pre-issuance accrued interest should be excluded from interest income and should instead reduce a holder's tax basis in the new note. Holders of notes are urged to consult their own tax advisors regarding pre-issuance accrued interest.

Additional Payments. In certain circumstances, we may be obligated to pay amounts in excess of stated interest or principal on the new notes or repurchase the new notes prior to maturity. For example, if we are required to repurchase notes in connection with a change of control as described in "Description of the Notes—Repurchase at the Option of Holders—Change of Control," we must pay a premium. In addition, in certain circumstances, we may redeem the notes prior to maturity, and upon such a redemption we may be required to pay amounts in excess of accrued interest and principal on the notes as described in "Description of the Notes—Optional Redemption." Also, we may be required to repurchase the notes in connection with certain asset sales as described in "Description of the Notes—Repurchase at the Option of Holders—Asset Sales." The possibility of such events may implicate special rules under U.S. Treasury Regulations governing "contingent payment debt instruments." According to those regulations, the possibility that these events will occur will not cause the old notes, and consequently the new notes, to be contingent payment debt instruments if, as of the date the old notes were issued, such contingencies were remote or incidental or, in certain situations, it was significantly more likely than not that such events would not occur. We intend to take the position that one or more of the foregoing exceptions should apply and therefore the new notes should not be treated as contingent payment debt instrument.

Therefore, we have determined (and the remainder of this discussion assumes) that the new notes are not contingent payment debt instruments. Our determination is binding on a U.S. holder unless the holder discloses a contrary position to the IRS in the manner required by applicable U.S. Treasury Regulations. Our determination that the notes are not contingent payment debt instruments is not, however, binding on the IRS. If the IRS were to successfully challenge our determination and the notes were treated as contingent payment debt instruments, U.S. holders would be required, among other things, to (i) accrue interest income based on a projected payment schedule and comparable yield, which may be a higher rate than the stated interest rate on the notes, regardless of their method of tax accounting and (ii) treat as ordinary income, rather than capital gain, any gain recognized on a sale, exchange or redemption of a note. In the event that any of the above contingencies were to occur, it would affect the amount and timing of the income recognized by a U.S. holder. If any additional payments are in fact made, U.S. holders will be required to recognize such amounts as income. The regulations applicable to contingent payment debt instruments have not been the subject of authoritative interpretation and therefore the scope of the regulations is not certain. Holders of notes are urged to consult their tax advisors regarding the possible application of the contingent payment debt instrument rules to the notes.

Market Discount. If a U.S. holder acquires a note at a price less than the note's stated redemption price at maturity (generally, the sum of all payments required under the note other than payments of stated interest), the U.S. holder generally will be considered to have acquired the note at a "market discount". Subject to a de minimis exception, the market discount rules generally require a U.S. holder who acquires a note at a market discount to treat any principal payment on the note and any gain realized on any disposition of the note as ordinary income to the extent of the accrued market discount, not previously included in income, at the time of such payment or disposition. In general, the amount of market discount that has accrued is determined on a straight-line basis over the remaining term of the note as of the time of acquisition, or, at the election of the holder, on a constant yield basis. Such an election applies only to the note with respect to which it is made and may not be revoked.

A U.S. holder of a note acquired at a market discount also may elect to include the market discount in income as it accrues. If a U.S. holder so elects, the rules discussed above with respect to ordinary income recognition resulting from the payment of principal on a note or the disposition of a note would not apply, and the holder's tax basis in the note would be increased by the amount of the market discount included in income at the time it accrues. This election would apply to all market discount obligations acquired by the U.S. holder on or after the first day of the first taxable year to which the election applies and may not be revoked without the consent of the IRS.

If a U.S. holder holds a note that was acquired at a market discount and disposes of such note in a non-taxable transaction (other than certain transferred and exchanged basis transactions described in the Code), accrued market discount not previously included in income by the holder will be includable as ordinary income to the holder as if the U.S. holder had sold the note at its fair market value. A U.S. holder may be required to defer until maturity of the note (or, in certain circumstances, its earlier disposition) the deduction of all or a portion of the interest expense attributable to debt incurred or continued to purchase or carry a note with market discount, unless the holder elects to include market discount in income on a current basis.

Amortizable Bond Premium. If a U.S. holder acquires a note for a price that is in excess of the note's stated redemption price at maturity, the U.S. holder generally will be considered to have acquired a note with "amortizable bond premium." A U.S. holder may elect to amortize amortizable bond premium on a constant yield basis. The amount amortized in any year generally will be treated as a deduction against the holder's interest income on the note. If the amortizable bond premium allocable to a year exceeds the amount of interest income allocable to that year, the excess would be allowed as a deduction for that year but only to the extent of the holder's prior inclusions of interest income (net of any deductions for bond premium) with respect to the note. The premium on a note held by a U.S. holder that does not make such an election will decrease the gain or increase the loss otherwise recognizable on the disposition of the note. The election to amortize the premium on a constant yield basis generally applies to all bonds held or subsequently acquired by the electing holder on or after the first day of the first taxable year to which the election applies and may not be revoked without the consent of the IRS.

Sale, Redemption or Other Taxable Disposition of the Notes. A U.S. holder generally will recognize gain or loss upon the sale, redemption or other taxable disposition of a note equal to the difference between the amount realized (except to the extent any amount realized is attributable to accrued but unpaid interest, which will be taxable as ordinary interest income to the extent not previously included in income) and such U.S. holder's adjusted tax basis in the note. A U.S. holder's adjusted tax basis in a note will generally be equal to the amount that such U.S. holder paid for the note (other than the amount paid for pre-issuance accrued interest) increased by the amount of any accrued market discount previously included in the holder's income and decreased by the amount of any amortizable bond premium previously deducted by the holder and any principal payments received by the holder. Subject to the discussion above regarding market discount, any gain or loss recognized on a taxable disposition of the note will be capital gain or loss. If, at the time of the sale, redemption or other taxable disposition of the note, a U.S. holder is treated as holding the note for more than one year, such capital gain or loss will be a long-term capital gain or loss. Otherwise, such capital gain or loss will be a short-term capital gain

or loss. In the case of certain non-corporate U.S. holders (including individuals), long-term capital gain is subject to U.S. federal income tax at a lower rate than short-term capital gain, which is taxed at ordinary income rates. A U.S. holder's ability to deduct capital losses may be limited.

Assumption of our Obligations under the Notes. Under certain circumstances described under the heading "Description of the Notes—Certain Covenants—Merger, Consolidation, or Sale of Assets," our obligations under the notes and the indenture may be assumed by another person. An assumption by another person of our obligations under the notes and the indenture might be deemed for U.S. federal income tax purposes to be an exchange by a holder of the notes, resulting in recognition of gain or loss for such purposes and possibly other adverse tax consequences to the holder. In certain circumstances, such an assumption might not be deemed an exchange for U.S. federal income tax purposes. Holders should consult their own tax advisors regarding the tax consequences of such an assumption.

Information Reporting and Backup Withholding. Information reporting requirements generally will apply to payments of interest on the notes and to the proceeds of a sale of a note paid to a U.S. holder unless the U.S. holder is an exempt recipient (such as a corporation). Backup withholding will apply to those payments if the U.S. holder fails to provide its correct taxpayer identification number, or certification of exempt status, generally by providing an IRS Form W-9 or an approved substitute or if the U.S. holder is notified by the IRS that the U.S. holder has failed to report in full payments of interest and dividend income. Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules will be allowed as a refund or a credit against a U.S. holder's U.S. federal income tax liability provided the required information is timely furnished to the IRS.

Consequences to Non-U.S. Holders

Payments of Interest. In general, payments of interest on the new notes to, or on behalf of, a non-U.S. holder will be considered "portfolio interest" and, subject to the discussions below of income effectively connected with a U.S. trade or business, backup withholding and FATCA, will not be subject to U.S. federal income or withholding tax, provided that:

- the non-U.S. holder does not directly or indirectly, actually or constructively, own 10% or more of the total combined voting power of all classes of our stock entitled to vote within the meaning of Section 871(h)(3) of the Code;
- the non-U.S. holder is not, for U.S. federal income tax purposes, a controlled foreign corporation that is related to us (actually or constructively) through stock ownership;
- the non-U.S. holder is not a bank whose receipt of interest on a note is described in Section 881(c)(3)(A) of the Code; and
- (a) the non-U.S. holder provides its name, address, and taxpayer identification number, if any, and certifies, under penalties of perjury, that it is not a U.S. person (which certification may be made on an IRS Form W-8BEN or other applicable form) or (b) the non-U.S. holder holds the notes through certain foreign intermediaries or certain foreign partnerships, and the non-U.S. holder and the foreign intermediary or foreign partnership satisfy the certification requirements of applicable Treasury Regulations. Special certification rules apply to non-U.S. holders that are pass-through entities.

If a non-U.S. holder cannot satisfy the requirements described above, payments of interest generally will be subject to the 30% U.S. federal withholding tax, unless the non-U.S. holder provides us with a properly executed (i) IRS Form W-8BEN (or other applicable form) claiming an exemption from or reduction in withholding under an applicable income tax treaty or (ii) IRS Form W-8ECI (or other applicable form) stating that interest paid on the notes is not subject to withholding tax because it is effectively connected with the non-U.S. holder's conduct of a trade or business in the United States and includable in the non-U.S. holder's gross income.

If a non-U.S. holder is engaged in a trade or business in the United States and interest on the notes is effectively connected with the conduct of that trade or business and, if required by an applicable income tax treaty, is attributable to a U.S. permanent establishment or fixed base, then, although the non-U.S. holder will be exempt from the 30% withholding tax (provided the certification requirements discussed above are satisfied), the non-U.S. holder will be subject to U.S. federal income tax on that interest on a net income basis at regular graduated U.S. federal income tax rates, generally in the same manner as if the non-U.S. holder were a U.S. holder. In addition, if a non-U.S. holder is a foreign corporation, it may be subject to a branch profits tax equal to 30% (or lesser rate under an applicable income tax treaty) of its effectively connected earnings and profits for the taxable year, subject to certain adjustments.

As discussed above under "Consequences to U.S. Holders—Additional Payments", in certain circumstances, we may be obligated to pay amounts in excess of stated interest or principal on the notes. If any such amounts are in fact paid, such payments may be treated as interest subject to the rules described above or as other income subject to a 30% U.S. federal withholding tax (unless there is an exemption from or reduction in withholding under an applicable income tax treaty). Non-U.S. holders should consult their own tax advisors regarding the applicability of any income tax treaty and whether they could obtain a refund of any tax withheld from such payments.

Sale, Redemption, or Other Taxable Disposition of the Notes. Subject to the discussion below regarding FATCA, gain realized by a non-U.S. holder on the sale, redemption or other taxable disposition of a note will not be subject to U.S. income tax unless:

- that gain is effectively connected with the non-U.S. holder's conduct of a trade or business in the United States (and, if required by an applicable income treaty, is attributable to a U.S. permanent establishment or fixed base); or
- the non-U.S. holder is an individual who is present in the United States for 183 days or more in the taxable year of that disposition and certain other conditions are met.

If a non-U.S. holder is described in the first bullet point above, it will be subject to tax on the net gain derived from the sale, redemption, or other taxable disposition of the note at regular graduated U.S. federal income tax rates, generally in the same manner as if the non-U.S. holder were a U.S. holder. In addition, if a non-U.S. holder is a foreign corporation, it may be subject to the branch profits tax equal to 30% (or lesser rate under an applicable income tax treaty) of its effectively connected earnings and profits for the taxable year, subject to certain adjustments. If a non-U.S. holder is an individual described in the second bullet point above, such holder will be subject to a flat 30% tax on the gain derived from the sale, redemption, or other taxable disposition, which may be offset by certain U.S. source capital losses, even though such holder is not considered a resident of the United States.

Information Reporting and Backup Withholding. Generally, we must report annually to the IRS and to non-U.S. holders the amount of interest paid to non-U.S. holders and the amount of tax, if any, withheld with respect to those payments. Copies of the information returns reporting such payments and withholding may also be made available to the tax authorities in the country in which a non-U.S. holder resides under the provisions of an applicable income tax treaty.

In general, a non-U.S. holder will not be subject to backup withholding with respect to payments of interest that we make, provided the certification described above in the last bullet point under "Consequences to Non-U.S. Holders—Payments of Interest" has been received and we do not have actual knowledge or reason to know that the holder is a U.S. person, as defined under the Code, who is not an exempt recipient. In addition, a non-U.S. holder will be subject to information reporting and, depending on the circumstances, backup withholding with respect to payments of the proceeds of the sale of a note within the United States or conducted through certain U.S.-related financial intermediaries, unless the certification described above has been received, and we do not have actual knowledge or reason to know that a holder is a U.S. person, as defined under the Code, who is not an exempt recipient, or the non-U.S. holder otherwise establishes an exemption.

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules will be allowed as a refund or a credit against a non-U.S. holder's U.S. federal income tax liability provided the required information is furnished timely to the IRS. The backup withholding and information reporting rules are complex, and non-U.S. holders are urged to consult their own tax advisors regarding application of these rules to their particular circumstances.

FATCA. Withholding taxes may apply to certain types of payments made to "foreign financial institutions" and certain other non-U.S. entities. Specifically, pursuant to the "Foreign Account Tax Compliance Act of 2009" ("FATCA"), a 30% withholding tax will be imposed on interest on, and gross proceeds from the sale or other disposition of, debt obligations issued after March 18, 2012, paid to a foreign financial institution or to a non-financial foreign entity, unless (i) the foreign financial institution undertakes certain diligence and reporting, (ii) the non-financial foreign entity either certifies it does not have any substantial U.S. owners or furnishes identifying information regarding each substantial U.S. owner, or (iii) the foreign financial institution or non-financial foreign entity otherwise qualifies for an exemption from these rules. If the payee is a foreign financial institution and is subject to the diligence and reporting requirements in clause (i) above, it generally must enter into an agreement with the U.S. Treasury that requires, among other things, that it undertake to identify accounts held by certain U.S. persons or U.S.-owned foreign entities, annually report certain information about such accounts, and withhold 30% on payments to certain other account holders.

FATCA only applies to debt obligations issued or deemed issued after March 18, 2012. Although the new notes and old notes issued on October 9, 2012 were issued after March 18, 2012, the notes will be fungible for tax purposes with the old notes issued on February 11, 2011, which is prior to such date. Thus, it is unclear whether FATCA would apply to the new notes offered hereby in exchange for the old notes issued on October 9, 2012. FATCA should not apply to new notes exchanged for old notes issued on February 11, 2011. In addition, recently proposed Treasury regulations generally would exempt interest payments on debt obligations issued before January 1, 2013, and the gross proceeds from the subsequent disposition of such obligations, from the application of FATCA. There can be no assurance as to whether or not these proposed regulations will be adopted in final form, and, if so adopted, what form the final regulations would take. If the proposed IRS regulations are not adopted substantially as proposed, then there would be a possibility that FATCA withholding would be applicable to the new notes exchanged for old notes issued on October 9, 2012. Although FATCA provides that these withholding provisions will apply to applicable payments made after December 31, 2012, guidance issued by the IRS provides that the withholding provisions described above only will apply to payments of interest on debt obligations made on or after January 1, 2014 and to payments of gross proceeds from a sale or other disposition of debt obligations on or after January 1, 2017.

The proposed U.S. Treasury Regulations described above will not be effective until they are issued in their final form, and as of the date of this prospectus supplement, it is not possible to determine whether the proposed U.S. Treasury Regulations will be finalized in their current form or at all. Holders should consult their tax advisors regarding these withholding provisions.

U.S. Federal Estate Taxes. A note beneficially owned by an individual who is not a citizen or resident of the U.S. (as specially defined for U.S. federal estate tax purposes) at the time of his or her death generally will not be subject to U.S. federal estate tax as a result of the individual's death, provided that:

- the individual does not directly or indirectly, actually or constructively, own 10% or more of the total combined voting power of all classes of our stock entitled to vote within the meaning of Section 871(h)(3) of the Code; and
- interest payments with respect to such note, if received at the time of the individual's death, would not have been effectively connected with the conduct of a U.S. trade or business by the individual.

PLAN OF DISTRIBUTION

Each broker-dealer that receives new notes for its own account pursuant to the exchange offer must acknowledge that it will deliver a prospectus in connection with any resale of such new notes. This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of new notes received in exchange for old notes, where such old notes were acquired as a result of market-making activities or other trading activities. Starting on the expiration date and ending on the close of business 180 days after the expiration date, we will make this prospectus, as amended or supplemented, available to any broker-dealer for use in connection with any such resale. In addition, until the date that is 180 days from the date of original issuance of the new notes, all dealers effecting transactions in the new notes may be required to deliver a prospectus.

We will not receive any proceeds from any sale of new notes by broker-dealers. New notes received by broker-dealers for their own account pursuant to the exchange offer may be sold from time to time in one or more transactions in the over-the-counter market, in negotiated transactions, through the writing of options on the new notes or a combination of such methods of resale, at market prices prevailing at the time of resale, at prices related to such prevailing market prices or negotiated prices. Any such resale may be made directly to purchasers or to or through brokers or dealers who may receive compensation in the form of commissions or concessions from any such broker-dealer and/or the purchasers of any such new notes. Any broker-dealer that resells new notes that were received by it for its own account pursuant to the exchange offer and any broker or dealer that participates in a distribution of such new notes may be deemed to be an "underwriter" within the meaning of the Securities Act and any profit of any such resale of new notes and any commissions or concessions received by any such persons may be deemed to be underwriting compensation under the Securities Act. The letter of transmittal states that by acknowledging that it will deliver and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

For a period of 180 days after the expiration date, we will promptly send additional copies of this prospectus and any amendment or supplement to this prospectus to any broker-dealer that requests such documents in the letter of transmittal. We have agreed to pay the expenses incident to the exchange offer other than commissions or concessions of any brokers or dealers and will indemnify the holders of the notes (including any broker-dealers) against certain liabilities, including liabilities under the Securities Act.

USE OF PROCEEDS

We will not receive any proceeds from the issuance of new notes in the exchange offer. In consideration for issuing the new notes, we will receive old notes in like principal amount. The old notes surrendered in exchange for the new notes will be retired and cancelled.

LEGAL MATTERS

Certain legal matters in connection with the new notes will be passed upon for Casella Waste Systems, Inc. by Wilmer Cutler Pickering Hale and Dorr LLP. We have also been advised as to certain matters relating to (i) the laws of the State of New Jersey by Fox Rothschild LLP, (ii) the laws of the State of Vermont by Paul Frank + Collins, P.C., (iii) the laws of the Commonwealth of Pennsylvania by Cohen & Grigsby, P.C., (iv) the laws of the State of Maine by Pierce Atwood LLP, (v) the laws of the State of New Hampshire by Cleveland, Waters & Bass, P.A and (vi) the laws of the State of North Carolina by Brooks, Pierce, McLendon, Humphrey & Leonard, LLP.

EXPERTS

The consolidated financial statements and financial statement schedule of Casella Waste Systems, Inc. and its subsidiaries (the "Company") included in Casella Waste Systems, Inc.'s Annual Report (Form 10-K) as of and for the years ended April 30, 2012 and 2011, and the effectiveness of the Company's internal control over financial reporting as of April 30, 2012 have been audited by McGladrey LLP, independent registered public accounting firm, as set forth in their report thereon, included therein, and incorporated herein by reference. Such consolidated financial statements are incorporated herein by reference in reliance upon such reports given on the authority of such firm as experts in accounting and auditing.

The consolidated financial statements and financial statement schedule of the Company included in Casella Waste Systems, Inc.'s Annual Report (Form 10-K) for the year ended April 30, 2010, before the effects of the adjustments related to the discontinued operations described in Note 16 to the consolidated financial statements included in Casella Waste System, Inc.'s Annual Report on Form 10-K for the year ended April 30, 2012, have been audited by Caturano and Company, P.C. (whose name has since been changed to Caturano and Company, Inc.), independent registered public accounting firm, as set forth in their reports thereon, included therein, and incorporated herein by reference. Such consolidated financial statements are incorporated herein by reference in reliance upon such reports given on the authority of such firm as experts in accounting and auditing.

$128,035,000

Casella Waste Systems, Inc.

7.75% Senior Subordinated Notes Due 2019

PROSPECTUS

Until the date that is 90 days from the date of this prospectus, all dealers that effect transactions in these securities, whether or not participating in this exchange offer, may be required to deliver a prospectus. This is in addition to the dealers' obligation to deliver a prospectus when acting as underwriters with respect to their unsold allotments or subscriptions.

PART II
INFORMATION NOT REQUIRED IN PROSPECTUS

Item 20. Indemnification of Directors and Officers.

The following summary is qualified in its entirety by reference to the complete Delaware General Corporation Law ("DGCL") and the registrant's Second Amended and Restated Certificate of Incorporation, as amended ("Charter"), and the registrant's Third Amended and Restated By-Laws ("Bylaws").

The registrant's Charter and Bylaws provide that each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a director or officer of the registrant is indemnified and held harmless by the registrant to the fullest extent authorized by the DGCL against all expense, liability and loss (including attorneys' fees, judgments, fines and amounts paid or to be paid in settlement) actually and reasonably incurred or suffered by such person in connection with such proceeding.

Under Section 145 of the DGCL, a Delaware corporation must indemnify its present or former directors and officers against expenses (including attorney's fees) actually and reasonably incurred to the extent that the officer or director has been successful on the merits or otherwise in defense of any action, suit or proceeding brought against him or her by reason of the fact that he or she is or was a director or officer of the corporation. The DGCL generally permits a Delaware corporation to indemnify directors and officers against expenses, judgments, fines and amounts paid in settlement of any action or suit for actions taken in good faith and in a manner they reasonably believed to be in, or not opposed to, the best interests of the corporation and, with respect to any criminal action, which they had no reasonable cause to believe was unlawful.

The registrant is governed by the provisions of the DGCL permitting the registrant to purchase director's and officer's insurance to protect itself and any director, officer, employee or agent of the registrant. The registrant has an insurance policy which insures the directors and officers of the registrant and its subsidiaries against certain liabilities which might be incurred in connection with the performance of their duties. The registrant also has indemnification agreements with its directors and officers that provide for the maximum indemnification allowed by law.

Item 21. Exhibits and Financial Statement Schedules.

The exhibits to the registration statement to which this prospectus is a part are listed on the Exhibit Index attached hereto and incorporated by reference herein.

Item 22. Undertakings.

a) The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of this registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in this registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

c) The undersigned registrant hereby undertakes that, for the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities: The undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(1) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;

(2) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;

(3) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

(4) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

d) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

e) The undersigned registrant hereby undertakes to respond to requests for information that is incorporated by reference into the prospectus pursuant to Items 4, 10(b), 11, or 13 of this Form, within one business day of receipt of such request, and to send the incorporated documents by first class mail or other equally prompt means. This includes information contained in documents filed subsequent to the effective date of the registration statement through the date of responding to the request.

f) The undersigned registrant hereby undertakes to supply by means of a post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in the registration statement when it became effective.

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Rutland, State of Vermont, on December 3, 2012.

CASELLA WASTE SYSTEMS, INC.

By: /s/ JOHN W. CASELLA
John W. Casella
Chairman and Chief Executive Officer

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, this Amendment No. 1 to the Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ JOHN W. CASELLA John W. Casella	Chairman and Chief Executive Officer (Principal Executive Officer)	December 3, 2012
/s/ EDWIN D. JOHNSON Edwin D. Johnson	Senior Vice President and Chief Financial Officer (Principal Financial and Accounting Officer)	December 3, 2012
* Douglas R. Casella	Director	December 3, 2012
* John F. Chapple III	Director	December 3, 2012
* Gregory B. Peters	Director	December 3, 2012
* James F. Callahan, Jr.	Director	December 3, 2012
* Joseph G. Doody	Director	December 3, 2012
* James P. McManus	Director	December 3, 2012
* Michael K. Burke	Director	December 3, 2012
* Emily Nagle Green	Director	December 3, 2012

*By: /S/ JOHN W. CASELLA
John W. Casella
Attorney-in-fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Amendment No. 1 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Rutland, State of Vermont, on this 3rd day of December, 2012.

ALL CYCLE WASTE, INC.

By: /s/ EDWIN D. JOHNSON
Edwin D. Johnson
Vice President and Treasurer

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, this Amendment No. 1 to the Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ JOHN W. CASELLA John W. Casella	President and Director (Principal Executive Officer)	December 3, 2012
* Edwin D. Johnson	Vice President and Treasurer (Principal Financial and Accounting Officer)	December 3, 2012
* Douglas R. Casella	Vice President and Director	December 3, 2012

*By: /S/ JOHN W. CASELLA
John W. Casella
Attorney-in-fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Amendment No. 1 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Rutland, State of Vermont, on this 3rd day of December, 2012.

ATLANTIC COAST FIBERS, INC.

By: /s/ EDWIN D. JOHNSON
Edwin D. Johnson
Vice President and Treasurer

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, this Amendment No. 1 to the Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ JOHN W. CASELLA John W. Casella	President and Director (Principal Executive Officer)	December 3, 2012
* Edwin D. Johnson	Vice President and Treasurer and Director (Principal Financial and Accounting Officer)	December 3, 2012
* Douglas R. Casella	Vice President and Director	December 3, 2012

*By: /S/ JOHN W. CASELLA
John W. Casella
Attorney-in-fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Amendment No. 1 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Rutland, State of Vermont, on this 3rd day of December, 2012.

B. AND C. SANITATION CORPORATION

By: /s/ EDWIN D. JOHNSON
Edwin D. Johnson
Vice President and Treasurer

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, this Amendment No. 1 to the Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ JOHN W. CASELLA John W. Casella	President and Director (Principal Executive Officer)	December 3, 2012
* Edwin D. Johnson	Vice President and Treasurer (Principal Financial and Accounting Officer)	December 3, 2012
* Douglas R. Casella	Vice President and Director	December 3, 2012

*By: /S/ JOHN W. CASELLA
John W. Casella
Attorney-in-fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Amendment No. 1 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Rutland, State of Vermont, on this 3rd day of December, 2012.

BRISTOL WASTE MANAGEMENT, INC.

By: /s/ EDWIN D. JOHNSON
Edwin D. Johnson
Vice President and Treasurer

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, this Amendment No. 1 to the Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ JOHN W. CASELLA John W. Casella	President and Director (Principal Executive Officer)	December 3, 2012
* Edwin D. Johnson	Vice President and Treasurer (Principal Financial and Accounting Officer)	December 3, 2012
* Douglas R. Casella	Vice President and Director	December 3, 2012

*By: /S/ JOHN W. CASELLA
John W. Casella
Attorney-in-fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Amendment No. 1 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Rutland, State of Vermont, on this 3rd day of December, 2012.

C.V. LANDFILL, INC.

By: /s/ EDWIN D. JOHNSON
Edwin D. Johnson
Vice President and Treasurer

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, this Amendment No. 1 to the Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ JOHN W. CASELLA John W. Casella	President and Director (Principal Executive Officer)	December 3, 2012
* Edwin D. Johnson	Vice President and Treasurer (Principal Financial and Accounting Officer)	December 3, 2012
* Douglas R. Casella	Vice President and Director	December 3, 2012

*By: /S/ JOHN W. CASELLA
John W. Casella
Attorney-in-fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Amendment No. 1 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Rutland, State of Vermont, on this 3rd day of December, 2012.

CASELLA ALBANY RENEWABLES, LLC

By: /s/ EDWIN D. JOHNSON
Edwin D. Johnson
Vice President and Treasurer

SIGNATURES

Signature	Title	Date
/s/ JOHN W. CASELLA John W. Casella	President (Principal Executive Officer)	December 3, 2012
* Edwin D. Johnson	Vice President and Treasurer (Principal Financial and Accounting Officer)	December 3, 2012
* Douglas R. Casella	Vice President	December 3, 2012

CASELLA RENEWABLE SYSTEMS, LLC

By: /s/ EDWIN D. JOHNSON
Edwin D. Johnson
Vice President and Treasurer

Sole Member† December 3, 2012

*By: /s/ JOHN W. CASELLA
John W. Casella
Attorney-in-fact

† Casella Albany Renewables, LLC has no directors or managers.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Amendment No. 1 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Rutland, State of Vermont, on this 3rd day of December, 2012.

CASELLA MAJOR ACCOUNT SERVICES, LLC

By: /s/ EDWIN D. JOHNSON
Edwin D. Johnson
Vice President and Treasurer

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, this Amendment No. 1 to the Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ JOHN W. CASELLA John W. Casella	President and Secretary (Principal Executive Officer)	December 3, 2012
* Edwin D. Johnson	Vice President and Treasurer (Principal Financial and Accounting Officer)	December 3, 2012

CASELLA WASTE SYSTEMS, INC.

By: /s/ JOHN W. CASELLA
John W. Casella
Chairman and Chief Executive Officer

Sole Member† December 3, 2012

*By: /s/ JOHN W. CASELLA
John W. Casella
Attorney-in-fact

† Casella Major Account Services, LLC has no directors or managers.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Amendment No. 1 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Rutland, State of Vermont, on this 3rd day of December, 2012.

CASELLA RECYCLING, LLC

By: /s/ EDWIN D. JOHNSON
Edwin D. Johnson
Vice President and Treasurer

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, this Amendment No. 1 to the Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ JOHN W. CASELLA John W. Casella	President and Director (Principal Executive Officer)	December 3, 2012
* Edwin D. Johnson	Vice President and Treasurer (Principal Financial and Accounting Officer)	December 3, 2012
* Douglas R. Casella	Vice President and Director	December 3, 2012

*By: /S/ JOHN W. CASELLA
John W. Casella
Attorney-in-fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Amendment No. 1 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Rutland, State of Vermont, on this 3rd day of December, 2012.

CASELLA RENEWABLE SYSTEMS, LLC

By: /s/ EDWIN D. JOHNSON
Edwin D. Johnson
Vice President and Treasurer

SIGNATURES

Signature	Title	Date
/s/ JOHN W. CASELLA John W. Casella	President, Secretary and Director (Principal Executive Officer)	December 3, 2012
* Edwin D. Johnson	Vice President and Treasurer (Principal Financial and Accounting Officer)	December 3, 2012
* Douglas R. Casella	Vice President and Director	December 3, 2012

CASELLA WASTE SYSTEMS, INC.

By: /s/ JOHN W. CASELLA
John W. Casella — Sole Member† — December 3, 2012
Chairman and Chief Executive Officer

*By: /s/ JOHN W. CASELLA
John W. Casella
Attorney-in-fact

† Casella Renewable Services, LLC has no directors or managers.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Amendment No. 1 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Rutland, State of Vermont, on this 3rd day of December, 2012.

CASELLA TRANSPORTATION, INC.

By: /s/ EDWIN D. JOHNSON
Edwin D. Johnson
Vice President and Treasurer

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, this Amendment No. 1 to the Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ JOHN W. CASELLA John W. Casella	Vice President and Director (Principal Executive Officer)	December 3, 2012
* Edwin D. Johnson	Vice President and Treasurer (Principal Financial and Accounting Officer)	December 3, 2012
* Douglas R. Casella	President and Director	December 3, 2012

*By: /S/ JOHN W. CASELLA
John W. Casella
Attorney-in-fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Amendment No. 1 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Rutland, State of Vermont, on this 3rd day of December, 2012.

CASELLA WASTE MANAGEMENT OF
MASSACHUSETTS, INC.

By: /s/ EDWIN D. JOHNSON
Edwin D. Johnson
Vice President and Treasurer

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, this Amendment No. 1 to the Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ JOHN W. CASELLA John W. Casella	President and Director (Principal Executive Officer)	December 3, 2012
* Edwin D. Johnson	Vice President and Treasurer (Principal Financial and Accounting Officer)	December 3, 2012
* Douglas R. Casella	Vice President and Director	December 3, 2012

*By: /S/ JOHN W. CASELLA
John W. Casella
Attorney-in-fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Amendment No. 1 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Rutland, State of Vermont, on this 3rd day of December, 2012.

CASELLA WASTE MANAGEMENT OF N.Y., INC.

By: /s/ EDWIN D. JOHNSON
Edwin D. Johnson
Vice President and Treasurer

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, this Amendment No. 1 to the Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ JOHN W. CASELLA John W. Casella	President and Director (Principal Executive Officer)	December 3, 2012
* Edwin D. Johnson	Vice President and Treasurer (Principal Financial and Accounting Officer)	December 3, 2012
* Douglas R. Casella	Vice President and Director	December 3, 2012

*By: /S/ JOHN W. CASELLA
John W. Casella
Attorney-in-fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Amendment No. 1 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Rutland, State of Vermont, on this 3rd day of December, 2012.

CASELLA WASTE MANAGEMENT OF
PENNSYLVANIA, INC.

By: /s/ EDWIN D. JOHNSON
Edwin D. Johnson
Vice President and Treasurer

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, this Amendment No. 1 to the Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ JOHN W. CASELLA John W. Casella	President and Director (Principal Executive Officer)	December 3, 2012
* Edwin D. Johnson	Vice President and Treasurer (Principal Financial and Accounting Officer)	December 3, 2012
* Douglas R. Casella	Vice President and Director	December 3, 2012

*By: /S/ JOHN W. CASELLA
John W. Casella
Attorney-in-fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Amendment No. 1 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Rutland, State of Vermont, on this 3rd day of December, 2012.

CASELLA WASTE MANAGEMENT, INC.

By: /s/ EDWIN D. JOHNSON
Edwin D. Johnson
Vice President and Treasurer

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, this Amendment No. 1 to the Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ JOHN W. CASELLA John W. Casella	Vice President and Director (Principal Executive Officer)	December 3, 2012
* Edwin D. Johnson	Vice President and Treasurer (Principal Financial and Accounting Officer)	December 3, 2012
* Douglas R. Casella	President and Director	December 3, 2012

*By: /S/ JOHN W. CASELLA
John W. Casella
Attorney-in-fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Amendment No. 1 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Rutland, State of Vermont, on this 3rd day of December, 2012.

CASELLA WASTE SERVICES OF ONTARIO, LLC

By: /s/ EDWIN D. JOHNSON
Edwin D. Johnson
Vice President and Treasurer

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, this Amendment No. 1 to the Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ JOHN W. CASELLA John W. Casella	President and Secretary (Principal Executive Officer)	December 3, 2012
* Edwin D. Johnson	Vice President and Treasurer (Principal Financial and Accounting Officer)	December 3, 2012

NEW ENGLAND WASTE SERVICES OF N.Y., INC.

By: /s/ EDWIN D. JOHNSON
Edwin D. Johnson — Sole Member† — December 3, 2012
Vice President and Treasurer

*By: /s/ JOHN W. CASELLA
John W. Casella
Attorney-in-fact

† Casella Waste Services of Ontario, LLC has no directors or managers.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Amendment No. 1 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Rutland, State of Vermont, on this 3rd day of December, 2012.

CHEMUNG LANDFILL, LLC

By: /s/ EDWIN D. JOHNSON
Edwin D. Johnson
Vice President and Treasure

SIGNATURES

Signature	Title	Date
/s/ JOHN W. CASELLA John W. Casella	President and Secretary (Principal Executive Officer)	December 3, 2012
* Edwin D. Johnson	Vice President and Treasurer (Principal Financial and Accounting Officer)	December 3, 2012

NEW ENGLAND WASTE SERVICES OF N.Y., INC.

By: /s/ EDWIN D. JOHNSON
Edwin D. Johnson
Vice President and Treasurer

Sole Member† December 3, 2012

*By: /s/ JOHN W. CASELLA
John W. Casella
Attorney-in-fact

† Chemung Landfill, Inc. has no directors or managers.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Amendment No. 1 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Rutland, State of Vermont, on this 3rd day of December, 2012.

COLEBROOK LANDFILL LLC

By: /s/ EDWIN D. JOHNSON
Edwin D. Johnson
Vice President and Treasurer

SIGNATURES

Signature	Title	Date
/s/ JOHN W. CASELLA John W. Casella	President and Secretary (Principal Executive Officer)	December 3, 2012
* Edwin D. Johnson	Vice President and Treasurer (Principal Financial and Accounting Officer)	December 3, 2012

NEW ENGLAND WASTE SERVICES, INC.

By: /s/ EDWIN D. JOHNSON
Edwin D. Johnson — Sole Member† — December 3, 2012
Vice President and Treasurer

*By: /s/ JOHN W. CASELLA
John W. Casella
Attorney-in-fact

† Colebrook Landfill LLC. has no directors or managers.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Amendment No. 1 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Rutland, State of Vermont, on this 3rd day of December, 2012.

CWM ALL WASTE LLC

By: /s/ EDWIN D. JOHNSON
Edwin D. Johnson
Vice President and Treasurer

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, this Amendment No. 1 to the Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ JOHN W. CASELLA John W. Casella	President (Principal Executive Officer)	December 3, 2012
* Edwin D. Johnson	Vice President and Treasurer (Principal Financial and Accounting Officer)	December 3, 2012

CASELLA WASTE MANAGEMENT, INC.

By: /s/ EDWIN D. JOHNSON
Edwin D. Johnson
Vice President and Treasurer

Sole Member† December 3, 2012

*By: /S/ JOHN W. CASELLA
John W. Casella
Attorney-in-fact

† CWM All Waste LLC has no directors or managers.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Amendment No. 1 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Rutland, State of Vermont, on this 3rd day of December, 2012.

FOREST ACQUISITIONS, INC.

By: /s/ EDWIN D. JOHNSON
Edwin D. Johnson
Vice President and Treasurer

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, this Amendment No. 1 to the Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ JOHN W. CASELLA John W. Casella	President, Director (Principal Executive Officer)	December 3, 2012
* Edwin D. Johnson	Vice President and Treasurer (Principal Financial and Accounting Officer)	December 3, 2012
* Douglas R. Casella	Vice President and Director	December 3, 2012

*By: /S/ JOHN W. CASELLA
John W. Casella
Attorney-in-fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Amendment No. 1 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Rutland, State of Vermont, on this 3rd day of December, 2012.

GRASSLANDS INC.

By: /s/ EDWIN D. JOHNSON
Edwin D. Johnson
Vice President and Treasurer

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, this Amendment No. 1 to the Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ JOHN W. CASELLA John W. Casella	President and Director (Principal Executive Officer)	December 3, 2012
* Edwin D. Johnson	Vice President and Treasurer and Director (Principal Financial and Accounting Officer)	December 3, 2012
* Douglas R. Casella	Vice President and Director	December 3, 2012

*By: /S/ JOHN W. CASELLA
John W. Casella
Attorney-in-fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Amendment No. 1 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Rutland, State of Vermont, on this 3rd day of December, 2012.

GROUNDCO LLC

By: /s/ EDWIN D. JOHNSON
Edwin D. Johnson
Vice President and Treasurer

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, this Amendment No. 1 to the Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ JOHN W. CASELLA John W. Casella	President (Principal Executive Officer)	December 3, 2012
* Edwin D. Johnson	Vice President and Treasurer (Principal Financial and Accounting Officer)	December 3, 2012

NEW ENGLAND WASTE SERVICES OF VERMONT, INC.

By: /S/ EDWIN D. JOHNSON
Edwin D. Johnson — Sole Member† — December 3, 2012
Vice President and Treasurer

*By: /S/ JOHN W. CASELLA
John W. Casella
Attorney-in-fact

† GroundCo LLC has no directors or managers.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Amendment No. 1 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Rutland, State of Vermont, on this 3rd day of December, 2012.

HAKES C & D DISPOSAL, INC.

By: /s/ EDWIN D. JOHNSON
Edwin D. Johnson
Vice President and Treasurer

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, this Amendment No. 1 to the Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ JOHN W. CASELLA John W. Casella	President and Director (Principal Executive Officer)	December 3, 2012
* Edwin D. Johnson	Vice President and Treasurer (Principal Financial and Accounting Officer)	December 3, 2012
* Douglas R. Casella	Vice President and Director	December 3, 2012

*By: /S/ JOHN W. CASELLA
John W. Casella
Attorney-in-fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Amendment No. 1 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Rutland, State of Vermont, on this 3rd day of December, 2012.

HARDWICK LANDFILL, INC.

By: /s/ EDWIN D. JOHNSON
Edwin D. Johnson
Vice President and Treasurer

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, this Amendment No. 1 to the Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ JOHN W. CASELLA John W. Casella	President and Director (Principal Executive Officer)	December 3, 2012
* Edwin D. Johnson	Vice President and Treasurer (Principal Financial and Accounting Officer)	December 3, 2012
* Douglas R. Casella	Vice President and Director	December 3, 2012

*By: /S/ JOHN W. CASELLA
John W. Casella
Attorney-in-fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Amendment No. 1 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Rutland, State of Vermont, on this 3rd day of December, 2012.

HIRAM HOLLOW REGENERATION CORP.

By: /s/ EDWIN D. JOHNSON
Edwin D. Johnson
Vice President and Treasurer

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, this Amendment No. 1 to the Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ JOHN W. CASELLA John W. Casella	President and Director (Principal Executive Officer)	December 3, 2012
* Edwin D. Johnson	Vice President and Treasurer (Principal Financial and Accounting Officer)	December 3, 2012
* Douglas R. Casella	Vice President and Director	December 3, 2012

*By: /S/ JOHN W. CASELLA
John W. Casella
Attorney-in-fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Amendment No. 1 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Rutland, State of Vermont, on this 3rd day of December, 2012.

KTI BIO FUELS, INC.

By /s/ EDWIN D. JOHNSON
Edwin D. Johnson
Vice President and Treasurer

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, this Amendment No. 1 to the Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ JOHN W. CASELLA John W. Casella	President and Director (Principal Executive Officer)	December 3, 2012
* Edwin D. Johnson	Vice President and Treasurer (Principal Financial and Accounting Officer)	December 3, 2012
* Douglas R. Casella	Vice President and Director	December 3, 2012

*By: /S/ JOHN W. CASELLA
John W. Casella
Attorney-in-fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Amendment No. 1 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Rutland, State of Vermont, on this 3rd day of December, 2012.

KTI ENVIRONMENTAL GROUP, INC.

By: /s/ EDWIN D. JOHNSON
Edwin D. Johnson
Vice President and Treasurer

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, this Amendment No. 1 to the Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ JOHN W. CASELLA John W. Casella	President and Director (Principal Executive Officer)	December 3, 2012
* Edwin D. Johnson	Vice President and Treasurer (Principal Financial and Accounting Officer)	December 3, 2012
* Douglas R. Casella	Vice President and Director	December 3, 2012

*By: /S/ JOHN W. CASELLA
John W. Casella
Attorney-in-fact

SIGNATURES

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KTI NEW JERSEY FIBERS, INC.

By: /s/ EDWIN D. JOHNSON
Edwin D. Johnson
Vice President and Treasurer

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, this Amendment No. 1 to the Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ JOHN W. CASELLA John W. Casella	President and Director (Principal Executive Officer)	December 3, 2012
* Edwin D. Johnson	Vice President and Treasurer and director (Principal Financial and Accounting Officer)	December 3, 2012
* Douglas R. Casella	Vice President and Director	December 3, 2012

*By: /S/ JOHN W. CASELLA
John W. Casella
Attorney-in-fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Amendment No. 1 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Rutland, State of Vermont, on this 3rd day of December, 2012.

KTI OPERATIONS INC.

By: /s/ EDWIN D. JOHNSON
Edwin D. Johnson
Vice President and Treasurer

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, this Amendment No. 1 to the Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ JOHN W. CASELLA John W. Casella	President and Director (Principal Executive Officer)	December 3, 2012
* Edwin D. Johnson	Vice President and Treasurer and Director (Principal Financial and Accounting Officer)	December 3, 2012
* Douglas R. Casella	Vice President and Director	December 3, 2012

*By: /S/ JOHN W. CASELLA
John W. Casella
Attorney-in-fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Amendment No. 1 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Rutland, State of Vermont, on this 3rd day of December, 2012.

KTI SPECIALTY WASTE SERVICES, INC.

By: /s/ EDWIN D. JOHNSON
Edwin D. Johnson
Vice President and Treasurer

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, this Amendment No. 1 to the Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ JOHN W. CASELLA John W. Casella	President and Director (Principal Executive Officer)	December 3, 2012
* Edwin D. Johnson	Vice President and Treasurer (Principal Financial and Accounting Officer)	December 3, 2012
* Douglas R. Casella	Vice President and Director	December 3, 2012

*By: /S/ JOHN W. CASELLA
John W. Casella
Attorney-in-fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Amendment No. 1 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Rutland, State of Vermont, on this 3rd day of December, 2012.

KTI, INC.

By: /s/ EDWIN D. JOHNSON
Edwin D. Johnson
Vice President and Treasurer

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, this Amendment No. 1 to the Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/S/ JOHN W. CASELLA John W. Casella	President and Director (Principal Executive Officer)	December 3, 2012
* Edwin D. Johnson	Vice President and Treasurer (Principal Financial and Accounting Officer)	December 3, 2012
* Douglas R. Casella	Vice President and Director	December 3, 2012

*By: /S/ JOHN W. CASELLA
John W. Casella
Attorney-in-fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Amendment No. 1 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Rutland, State of Vermont, on this 3rd day of December, 2012.

MAINE ENERGY RECOVERY COMPANY, LIMITED PARTNERSHIP

By: KTI Environmental Group, Inc.,
its general partner†

By: /s/ EDWIN D. JOHNSON
Edwin D. Johnson
Vice President and Treasurer

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, this Amendment No. 1 to the Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
KTI ENVIRONMENTAL GROUP, INC.		
By: /S/ JOHN W. CASELLA John W. Casella *President and Director*	General Partner†	December 3, 2012
/S/ JOHN W. CASELLA John W. Casella	Director of KTI Environmental Group, Inc.	December 3, 2012
* Douglas R. Casella	Director of KTI Environmental Group, Inc.	December 3, 2012

*By: /S/ JOHN W. CASELLA
John W. Casella
Attorney-in-fact

† Maine Energy Recovery Company, Limited Partnership has no officers or directors.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Amendment No. 1 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Rutland, State of Vermont, on this 3rd day of December, 2012.

NEW ENGLAND WASTE SERVICES OF MASSACHUSETTS, INC.

By: /s/ EDWIN D. JOHNSON
Edwin D. Johnson
Vice President and Treasurer

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, this Amendment No. 1 to the Registration Statement has been signed by the following persons in the capacities and on the dates indicated. Signature Title Date

Signature	Title	Date
/S/ JOHN W. CASELLA John W. Casella	Vice President and Director (Principal Executive Officer)	December 3, 2012
* Edwin D. Johnson	Vice President and Treasurer (Principal Financial and Accounting Officer)	December 3, 2012
* Douglas R. Casella	President and Director	December 3, 2012

*By: /S/ JOHN W. CASELLA
John W. Casella
Attorney-in-fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Amendment No. 1 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Rutland, State of Vermont, on this 3rd day of December, 2012.

NEW ENGLAND WASTE SERVICES OF ME, INC.

By: /s/ EDWIN D. JOHNSON
Edwin D. Johnson
Vice President and Treasurer

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, this Amendment No. 1 to the Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/S/ JOHN W. CASELLA John W. Casella	President and Director (Principal Executive Officer)	December 3, 2012
* Edwin D. Johnson	Vice President and Treasurer (Principal Financial and Accounting Officer)	December 3, 2012
* Douglas R. Casella	Vice President and Director	December 3, 2012

*By: /S/ JOHN W. CASELLA
John W. Casella
Attorney-in-fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Amendment No. 1 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Rutland, State of Vermont, on this 3rd day of December, 2012.

NEW ENGLAND WASTE SERVICES OF N.Y., INC.

By: /s/ EDWIN D. JOHNSON
Edwin D. Johnson
Vice President and Treasurer

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, this Amendment No. 1 to the Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/S/ JOHN W. CASELLA John W. Casella	President and Director (Principal Executive Officer)	December 3, 2012
* Edwin D. Johnson	Vice President and Treasurer (Principal Financial and Accounting Officer)	December 3, 2012
* Douglas R. Casella	Vice President and Director	December 3, 2012

*By: /S/ JOHN W. CASELLA
John W. Casella
Attorney-in-fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Amendment No. 1 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Rutland, State of Vermont, on this 3rd day of December, 2012.

NEW ENGLAND WASTE SERVICES OF VERMONT, INC.

By: /s/ EDWIN D. JOHNSON
Edwin D. Johnson
Vice President and Treasurer

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, this Amendment No. 1 to the Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/S/ JOHN W. CASELLA John W. Casella	President and Director (Principal Executive Officer)	December 3, 2012
* Edwin D. Johnson	Vice President and Treasurer (Principal Financial and Accounting Officer)	December 3, 2012
* Douglas R. Casell\a	Vice President and Director	December 3, 2012

*By: /S/ JOHN W. CASELLA
John W. Casella
Attorney-in-fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Amendment No. 1 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Rutland, State of Vermont, on this 3rd day of December, 2012.

NEW ENGLAND WASTE SERVICES, INC.

By: /s/ EDWIN D. JOHNSON
Edwin D. Johnson
Vice President and Treasurer

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, this Amendment No. 1 to the Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/S/ JOHN W. CASELLA John W. Casella	President and Director (Principal Executive Officer)	December 3, 2012
* Edwin D. Johnson	Vice President and Treasurer (Principal Financial and Accounting Officer)	December 3, 2012
* Douglas R. Casella	Vice President and Director	December 3, 2012

*By: /S/ JOHN W. CASELLA
John W. Casella
Attorney-in-fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Amendment No. 1 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Rutland, State of Vermont, on this 3rd day of December, 2012.

NEWBURY WASTE MANAGEMENT, INC.

By: /s/ EDWIN D. JOHNSON
Edwin D. Johnson
Vice President and Treasurer

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, this Amendment No. 1 to the Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/S/ JOHN W. CASELLA John W. Casella	President and Director (Principal Executive Officer)	December 3, 2012
* Edwin D. Johnson	Vice President and Treasurer (Principal Financial and Accounting Officer)	December 3, 2012
* Douglas R. Casella	Vice President and Director	December 3, 2012

*By: /S/ JOHN W. CASELLA
John W. Casella
Attorney-in-fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Amendment No. 1 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Rutland, State of Vermont, on this 3rd day of December, 2012.

NEWS OF WORCESTER LLC

By: Casella Waste Systems, Inc.,
its sole member*

By: /s/ EDWIN D. JOHNSON
Edwin D. Johnson
Vice President and Treasurer

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, this Amendment No. 1 to the Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

CASELLA WASTE SYSTEMS, INC.

By:

/s/ JOHN W. CASELLA John W. Casella *Chairman and Chief Executive Officer*	Sole Member	December 3, 2012

*By: /S/ JOHN W. CASELLA
John W. Casella
Attorney-in-fact

* NEWS of Worcester LLC has no officers or directors.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Amendment No. 1 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Rutland, State of Vermont, on this 3rd day of December, 2012.

NEWSME LANDFILL OPERATIONS LLC

By: /s/ EDWIN D. JOHNSON
Edwin D. Johnson
Vice President and Treasurer

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, this Amendment No. 1 to the Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ JOHN W. CASELLA John W. Casella	President (Principal Executive Officer)	December 3, 2012
* Edwin D. Johnson	Vice President and Treasurer (Principal Financial and Accounting Officer)	December 3, 2012

NEW ENGLAND WASTE SERVICES OF ME, INC.

By: /s/ EDWIN D. JOHNSON Edwin D. Johnson *Principal Financial and Accounting Officer*	Sole Member†	December 3, 2012

*By: /s/ JOHN W. CASELLA
John W. Casella
Attorney-in-fact

† NEWSME Landfill Operations LLC has no directors or managers.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Amendment No. 1 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Rutland, State of Vermont, on this 3rd day of December, 2012.

NORTH COUNTRY ENVIRONMENTAL SERVICES, INC.

By: /s/ EDWIN D. JOHNSON
Edwin D. Johnson
Vice President and Treasurer

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, this Amendment No. 1 to the Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ JOHN W. CASELLA John W. Casella	President and Director (Principal Executive Officer)	December 3, 2012
* Edwin D. Johnson	Vice President and Treasurer (Principal Financial and Accounting Officer)	December 3, 2012
* Douglas R. Casella	Vice President and Director	December 3, 2012

*By: /S/ JOHN W. CASELLA
John W. Casella
Attorney-in-fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Amendment No. 1 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Rutland, State of Vermont, on this 3rd day of December, 2012.

NORTHERN PROPERTIES CORPORATION OF PLATTSBURGH

By: /s/ EDWIN D. JOHNSON
Edwin D. Johnson
Vice President and Treasurer

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, this Amendment No. 1 to the Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ JOHN W. CASELLA John W. Casella	President and Director (Principal Executive Officer)	December 3, 2012
* Edwin D. Johnson	Vice President and Treasurer and Director (Principal Financial and Accounting Officer)	December 3, 2012
* Douglas R. Casella	Vice President and Director	December 3, 2012

*By: /S/ JOHN W. CASELLA
John W. Casella
Attorney-in-fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Amendment No. 1 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Rutland, State of Vermont, on this 3rd day of December, 2012.

PINE TREE WASTE, INC.

By: /s/ EDWIN D. JOHNSON
Edwin D. Johnson
Vice President and Treasurer

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, this Amendment No. 1 to the Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ JOHN W. CASELLA John W. Casella	President and Director (Principal Executive Officer)	December 3, 2012
* Edwin D. Johnson	Vice President and Treasurer and Director (Principal Financial and Accounting Officer)	December 3, 2012
* Douglas R. Casella	Director	December 3, 2012

*By: /S/ JOHN W. CASELLA
John W. Casella
Attorney-in-fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Amendment No. 1 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Rutland, State of Vermont, on this 3rd day of December, 2012.

RESOURCE WASTE SYSTEMS, INC.

By: /s/ EDWIN D. JOHNSON
Edwin D. Johnson
Vice President and Treasurer

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, this Amendment No. 1 to the Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ JOHN W. CASELLA John W. Casella	President and Director (Principal Executive Officer)	December 3, 2012
* Edwin D. Johnson	Vice President and Treasurer (Principal Financial and Accounting Officer)	December 3, 2012
* Douglas R. Casella	Vice President and Director	December 3, 2012

*By: /S/ JOHN W. CASELLA
John W. Casella
Attorney-in-fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Amendment No. 1 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Rutland, State of Vermont, on this 3rd day of December, 2012.

SCHULTZ LANDFILL, INC.

By: /s/ EDWIN D. JOHNSON
Edwin D. Johnson
Vice President and Treasurer

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, this Amendment No. 1 to the Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ JOHN W. CASELLA John W. Casella	President and Director (Principal Executive Officer)	December 3, 2012
* Edwin D. Johnson	Vice President and Treasurer (Principal Financial and Accounting Officer)	December 3, 2012
* Douglas R. Casella	Vice President and Director	December 3, 2012

*By: /S/ JOHN W. CASELLA
John W. Casella
Attorney-in-fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Amendment No. 1 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Rutland, State of Vermont, on this 3rd day of December, 2012.

SOUTHBRIDGE RECYCLING & DISPOSAL PARK, INC.

By: /s/ EDWIN D. JOHNSON
Edwin D. Johnson
Vice President and Treasurer

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, this Amendment No. 1 to the Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ JOHN W. CASELLA John W. Casella	President and Director (Principal Executive Officer)	December 3, 2012
* Edwin D. Johnson	Vice President and Treasurer (Principal Financial and Accounting Officer)	December 3, 2012
* Douglas R. Casella	Vice President and Director	December 3, 2012

*By: /S/ JOHN W. CASELLA
John W. Casella
Attorney-in-fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Amendment No. 1 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Rutland, State of Vermont, on this 3rd day of December, 2012.

SUNDERLAND WASTE MANAGEMENT, INC.

By: /s/ EDWIN D. JOHNSON
Edwin D. Johnson
Vice President and Treasurer

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, this Amendment No. 1 to the Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ JOHN W. CASELLA John W. Casella	President and Director (Principal Executive Officer)	December 3, 2012
* Edwin D. Johnson	Vice President and Treasurer (Principal Financial and Accounting Officer)	December 3, 2012
* Douglas R. Casella	Vice President and Director	December 3, 2012

*By: /S/ JOHN W. CASELLA
John W. Casella
Attorney-in-fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Amendment No. 1 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Rutland, State of Vermont, on this 3rd day of December, 2012.

THE HYLAND FACILITY ASSOCIATES

By: Casella Waste Management of N.Y., Inc.
its managing partner†

By: /s/ EDWIN D. JOHNSON
Edwin D. Johnson
Vice President and Treasurer

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, this Amendment No. 1 to the Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

CASELLA WASTE MANAGEMENT OF N.Y., INC.

BY:	/s/ JOHN W. CASELLA John W. Casella *President and Director*	General Partner†	December 3, 2012
	/s/ JOHN W. CASELLA John W. Casella	Director of Casella Waste Management of N.Y., Inc.	December 3, 2012
	* Douglas R. Casella	Director of Casella Waste Management of N.Y., Inc.	December 3, 2012

*By: /s/ JOHN W. CASELLA
John W. Casella
Attorney-in-fact

† The Hyland Facility Associates has no officers or directors.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Amendment No. 1 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Rutland, State of Vermont, on this 3rd day of December, 2012.

U.S. FIBER, LLC

By: /s/ EDWIN D. JOHNSON
Edwin D. Johnson
Vice President and Treasurer

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, this Amendment No. 1 to the Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ JOHN W. CASELLA John W. Casella	President and Director (Principal Executive Officer)	December 3, 2012
* Edwin D. Johnson	Vice President and Treasurer (Principal Financial and Accounting Officer)	December 3, 2012
* Douglas R. Casella	Vice President and Director	December 3, 2012

*By: /S/ JOHN W. CASELLA
John W. Casella
Attorney-in-fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Amendment No. 1 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Rutland, State of Vermont, on this 3rd day of December, 2012.

WASTE-STREAM INC.

By: /s/ EDWIN D. JOHNSON
Edwin D. Johnson
Vice President and Treasurer

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, this Amendment No. 1 to the Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ JOHN W. CASELLA John W. Casella	Vice President and Director (Principal Executive Officer)	December 3, 2012
* Edwin D. Johnson	Vice President and Treasurer (Principal Financial and Accounting Officer)	December 3, 2012
* Douglas R. Casella	Vice President and Director	December 3, 2012

*By: /S/ JOHN W. CASELLA
John W. Casella
Attorney-in-fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Amendment No. 1 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Rutland, State of Vermont, on this 3rd day of December, 2012.

WINTERS BROTHERS, INC.

By: /s/ EDWIN D. JOHNSON
Edwin D. Johnson
Vice President and Treasurer

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, this Amendment No. 1 to the Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ JOHN W. CASELLA John W. Casella	President and Director (Principal Executive Officer)	December 3, 2012
* Edwin D. Johnson	Vice President and Treasurer (Principal Financial and Accounting Officer)	December 3, 2012
* Douglas R. Casella	Vice President and Director	December 3, 2012

*By: /S/ JOHN W. CASELLA
John W. Casella
Attorney-in-fact

EXHIBIT INDEX

Exhibit Number	Description
3.1	Second Amended and Restated Certificate of Incorporation of the Registrant, as amended (incorporated herein by reference to Exhibit 3.1 to the quarterly report on Form 10-Q of the Registrant, as filed December 7, 2007 (file no. 000-23211)).
3.2	Third Amended and Restated By-Laws of the Registrant, (incorporated herein by reference to Exhibit 3.1 to the quarterly report on Form 8-K of the Registrant as filed February 27, 2009 (file no. 000-23211)).
3.3	Articles of Incorporation of All Cycle Waste, Inc., as amended (Incorporated herein by reference to Exhibit 3.1 to Amendment No. 2 to Form S-4 Registration Statement of Casella Waste Systems, Inc., as filed July 24, 2003 (file no. 333-103106)).
3.4	By-Laws of All Cycle Waste, Inc. (Incorporated herein by reference to Exhibit 3.2 to Amendment No. 2 to Form S-4 Registration Statement of Casella Waste Systems, Inc., as filed July 24, 2003 (file no. 333-103106)).
3.5	Certificate of Incorporation of Atlantic Coast Fibers, Inc., as amended. (Incorporated herein by reference to Exhibit 3.5 to Amendment No. 2 to Form S-4 Registration Statement of Casella Waste Systems, Inc., as filed July 24, 2003 (file no. 333-103106)).
3.6	By-Laws of Atlantic Coast Fibers, Inc. (Incorporated herein by reference to Exhibit 3.6 to Amendment No. 2 to Form S-4 Registration Statement of Casella Waste Systems, Inc., as filed July 24, 2003 (file no. 333-103106)).
3.7	Certificate of Incorporation of B. and C. Sanitation Corporation, as amended. (Incorporated herein by reference to Exhibit 3.7 to Amendment No. 2 to Form S-4 Registration Statement of Casella Waste Systems, Inc., as filed July 24, 2003 (file no. 333-103106)).
3.8	Amended and Restated By-Laws of B. and C. Sanitation Corporation. (Incorporated herein by reference to Exhibit 3.8 to Amendment No. 2 to Form S-4 Registration Statement of Casella Waste Systems, Inc., as filed July 24, 2003 (file no. 333-103106)).
3.9	Articles of Association of Bristol Waste Management, Inc. (Incorporated herein by reference to Exhibit 3.11 to Amendment No. 2 to Form S-4 Registration Statement of Casella Waste Systems, Inc., as filed July 24, 2003 (file no. 333-103106)).
3.10	By-Laws of Bristol Waste Management, Inc. (Incorporated herein by reference to Exhibit 3.12 to Amendment No. 2 to Form S-4 Registration Statement of Casella Waste Systems, Inc., as filed July 24, 2003 (file no. 333-103106)).
3.11	Articles of Association of C.V. Landfill, Inc. (Incorporated herein by reference to Exhibit 3.129 to Form S-4 Registration Statement of Casella Waste Systems, Inc., as filed February 20, 2004 (file no. 333-112996)).
3.12	By-Laws of C.V. Landfill, Inc. (Incorporated herein by reference to Exhibit 3.130 to Form S-4 Registration Statement of Casella Waste Systems, Inc., as filed February 20, 2004 (file no. 333-112996)).
3.13#	Certificate of Formation of Casella Albany Renewables, LLC.
3.14#	Limited Liability Company Agreement of Casella Albany Renewables, LLC.
3.15#	Articles of Organization of Casella Major Account Services, LLC.
3.16#	Limited Liability Company Agreement of Casella Major Account Services, LLC.

Exhibit Number	Description
3.17#	Certificate of Organization of Casella Recycling, LLC (formerly KTI Recycling of New England, Inc.).
3.18#	Amended and Restated Limited Liability Company Agreement of Casella Recycling, LLC (formerly KTI Recycling of New England, Inc.).
3.19#	Certificate of Formation of Casella Renewable Systems, LLC.
3.20#	Limited Liability Company Agreement of Casella Renewable Systems, LLC.
3.21	Articles of Incorporation of Casella Transportation, Inc. (Incorporated herein by reference to Exhibit 3.19 to Amendment No. 2 to Form S-4 Registration Statement of Casella Waste Systems, Inc., as filed July 24, 2003 (file no. 333-103106)).
3.22	By-Laws of Casella Transportation, Inc. (Incorporated herein by reference to Exhibit 3.20 to Amendment No. 2 to Form S-4 Registration Statement of Casella Waste Systems, Inc., as filed July 24, 2003 (file no. 333-103106)).
3.23	Articles of Organization of Casella Waste Management of Massachusetts, Inc., as amended. (Incorporated herein by reference to Exhibit 3.21 to Amendment No. 2 to Form S-4 Registration Statement of Casella Waste Systems, Inc., as filed July 24, 2003 (file no. 333-103106)).
3.24	By-Laws of Casella Waste Management of Massachusetts, Inc. (Incorporated herein by reference to Exhibit 3.22 to Amendment No. 2 to Form S-4 Registration Statement of Casella Waste Systems, Inc., as filed July 24, 2003 (file no. 333-103106)).
3.25	Certificate of Incorporation of Casella Waste Management of N.Y., Inc., as amended. (Incorporated herein by reference to Exhibit 3.23 to Amendment No. 2 to Form S-4 Registration Statement of Casella Waste Systems, Inc., as filed July 24, 2003 (file no. 333-103106)).
3.26	By-Laws of Casella Waste Management of N.Y., Inc. (Incorporated herein by reference to Exhibit 3.24 to Amendment No. 2 to Form S-4 Registration Statement of Casella Waste Systems, Inc., as filed July 24, 2003 (file no. 333-103106)).
3.27	Articles of Incorporation of Casella Waste Management of Pennsylvania, Inc. (Incorporated herein by reference to Exhibit 3.25 to Amendment No. 2 to Form S-4 Registration Statement of Casella Waste Systems, Inc., as filed July 24, 2003 (file no. 333-103106)).
3.28	By-Laws of Casella Waste Management of Pennsylvania, Inc. (Incorporated herein by reference to Exhibit 3.26 to Amendment No. 2 to Form S-4 Registration Statement of Casella Waste Systems, Inc., as filed July 24, 2003 (file no. 333-103106)).
3.29	Articles of Association of Casella Waste Management, Inc. (Incorporated herein by reference to Exhibit 3.27 to Amendment No. 2 to Form S-4 Registration Statement of Casella Waste Systems, Inc., as filed July 24, 2003 (file no. 333-103106)).
3.30	By-Laws of Casella Waste Management, Inc. (Incorporated herein by reference to Exhibit 3.28 to Amendment No. 2 to Form S-4 Registration Statement of Casella Waste Systems, Inc., as filed July 24, 2003 (file no. 333-103106)).
3.31#	Articles of Organization of Casella Waste Services of Ontario LLC.
3.32#	Limited Liability Company Agreement of Casella Waste Services of Ontario LLC.
3.33#	Articles of Organization of Chemung Landfill LLC.
3.34#	Limited Liability Company Agreement of Chemung Landfill LLC.

Exhibit Number	Description
3.35#	Certificate of Formation of Colebrook Landfill LLC.
3.36#	Limited Liability Company Agreement of Colebrook Landfill LLC.
3.37	Certificate of Formation of CWM All Waste LLC. (Incorporated herein by reference to Exhibit 3.131 to Form S-4 Registration Statement of Casella Waste Systems, Inc., as filed February 20, 2004 (file no. 333-112996)).
3.38#	Limited Liability Company Agreement of CWM All Waste LLC.
3.39	Articles of Incorporation of Forest Acquisitions, Inc. (Incorporated herein by reference to Exhibit 3.49 to Amendment No. 2 to Form S-4 Registration Statement of Casella Waste Systems, Inc., as filed July 24, 2003 (file no. 333-103106)).
3.40	By-Laws of Forest Acquisitions, Inc. (Incorporated herein by reference to Exhibit 3.50 to Amendment No. 2 to Form S-4 Registration Statement of Casella Waste Systems, Inc., as filed July 24, 2003 (file no. 333-103106)).
3.41	Certificate of Incorporation of Grasslands Inc. (Incorporated herein by reference to Exhibit 3.51 to Amendment No. 2 to Form S-4 Registration Statement of Casella Waste Systems, Inc., as filed July 24, 2003 (file no. 333-103106)).
3.42	By-Laws of Grasslands Inc. (Incorporated herein by reference to Exhibit 3.52 to Amendment No. 2 to Form S-4 Registration Statement of Casella Waste Systems, Inc., as filed July 24, 2003 (file no. 333-103106)).
3.43	Articles of Organization of GroundCo LLC. (Incorporated herein by reference to Exhibit 3.132 to Form S-4 Registration Statement of Casella Waste Systems, Inc., as filed February 20, 2004 (file no. 333-112996)).
3.44#	Limited Liability Company Agreement of Ground Co LLC.
3.45	Certificate of Incorporation of Hakes C & D Disposal, Inc. (Incorporated herein by reference to Exhibit 3.53 to Amendment No. 2 to Form S-4 Registration Statement of Casella Waste Systems, Inc., as filed July 24, 2003 (file no. 333-103106)).
3.46	By-Laws of Hakes C & D Disposal, Inc. (Incorporated herein by reference to Exhibit 3.54 to Amendment No. 2 to Form S-4 Registration Statement of Casella Waste Systems, Inc., as filed July 24, 2003 (file no. 333-103106)).
3.47	Articles of Organization of Hardwick Landfill, Inc. (Incorporated herein by reference to Exhibit 3.133 to Form S-4 Registration Statement of Casella Waste Systems, Inc., as filed February 20, 2004 (file no. 333-112996)).
3.48	By-Laws of Hardwick Landfill, Inc. (Incorporated herein by reference to Exhibit 3.134 to Form S-4 Registration Statement of Casella Waste Systems, Inc., as filed February 20, 2004 (file no. 333-112996)).
3.49	Certificate of Incorporation of Hiram Hollow Regeneration Corp. (Incorporated herein by reference to Exhibit 3.55 to Amendment No. 2 to Form S-4 Registration Statement of Casella Waste Systems, Inc., as filed July 24, 2003 (file no. 333-103106)).
3.50	By-Laws of Hiram Hollow Regeneration Corp. (Incorporated herein by reference to Exhibit 3.56 to Amendment No. 2 to Form S-4 Registration Statement of Casella Waste Systems, Inc., as filed July 24, 2003 (file no. 333-103106)).
3.51	Articles of Incorporation of KTI Bio Fuels, Inc. (Incorporated herein by reference to Exhibit 3.60 to Amendment No. 2 to Form S-4 Registration Statement of Casella Waste Systems, Inc., as filed July 24, 2003 (file no. 333-103106)).

Exhibit Number	Description
3.52	By-Laws of KTI Bio Fuels, Inc. (Incorporated herein by reference to Exhibit 3.61 to Amendment No. 2 to Form S-4 Registration Statement of Casella Waste Systems, Inc., as filed July 24, 2003 (file no. 333-103106)).
3.53	Certificate of Incorporation of KTI Environmental Group, Inc., as amended. (Incorporated herein by reference to Exhibit 3.62 to Amendment No. 2 to Form S-4 Registration Statement of Casella Waste Systems, Inc., as filed July 24, 2003 (file no. 333-103106)).
3.54	Amended and Restated By-Laws of KTI Environmental Group, Inc. (Incorporated herein by reference to Exhibit 3.63 to Amendment No. 2 to Form S-4 Registration Statement of Casella Waste Systems, Inc., as filed July 24, 2003 (file no. 333-103106)).
3.55	Certificate of Incorporation of KTI New Jersey Fibers, Inc. (Incorporated herein by reference to Exhibit 3.64 to Amendment No. 2 to Form S-4 Registration Statement of Casella Waste Systems, Inc., as filed July 24, 2003 (file no. 333-103106)).
3.56	By-Laws of KTI New Jersey Fibers, Inc. (Incorporated herein by reference to Exhibit 3.65 to Amendment No. 2 to Form S-4 Registration Statement of Casella Waste Systems, Inc., as filed July 24, 2003 (file no. 333-103106)).
3.57	Certificate of Incorporation of KTI Operations, Inc. (Incorporated herein by reference to Exhibit 3.66 to Amendment No. 2 to Form S-4 Registration Statement of Casella Waste Systems, Inc., as filed July 24, 2003 (file no. 333-103106)).
3.58	By-Laws of KTI Operations, Inc. (Incorporated herein by reference to Exhibit 3.67 to Amendment No. 2 to Form S-4 Registration Statement of Casella Waste Systems, Inc., as filed July 24, 2003 (file no. 333-103106)).
3.59	Articles of Incorporation of KTI Specialty Waste Services, Inc. (Incorporated herein by reference to Exhibit 3.70 to Amendment No. 2 to Form S-4 Registration Statement of Casella Waste Systems, Inc., as filed July 24, 2003 (file no. 333-103106)).
3.60	By-Laws of KTI Specialty Waste Services, Inc. (Incorporated herein by reference to Exhibit 3.71 to Amendment No. 2 to Form S-4 Registration Statement of Casella Waste Systems, Inc., as filed July 24, 2003 (file no. 333-103106)).
3.61	Restated Certificate of Incorporation of KTI, Inc., as amended. (Incorporated herein by reference to Exhibit 3.72 to Amendment No. 2 to Form S-4 Registration Statement of Casella Waste Systems, Inc., as filed July 24, 2003 (file no. 333-103106)).
3.62	By-Laws of KTI, Inc. (Incorporated herein by reference to Exhibit 3.73 to Amendment No. 2 to Form S-4 Registration Statement of Casella Waste Systems, Inc., as filed July 24, 2003 (file no. 333-103106)).
3.63	Restated Certificate of Limited Partnership of Maine Energy Recovery Company, Limited Partnership. (Incorporated herein by reference to Exhibit 3.74 to Amendment No. 2 to Form S-4 Registration Statement of Casella Waste Systems, Inc., as filed July 24, 2003 (file no. 333-103106)).
3.64	Amended and Restated Agreement and Certificate of Limited Partnership of Maine Energy Recovery Company, Limited Partnership. (Incorporated herein by reference to Exhibit 3.75 to Amendment No. 2 to Form S-4 Registration Statement of Casella Waste Systems, Inc., as filed July 24, 2003 (file no. 333-103106)).
3.65	Articles of Organization of New England Waste Services of Massachusetts, Inc. (Incorporated herein by reference to Exhibit 3.80 to Amendment No. 2 to Form S-4 Registration Statement of Casella Waste Systems, Inc., as filed July 24, 2003 (file no. 333-103106)).

Exhibit Number	Description
3.66	By-Laws of New England Waste Services of Massachusetts, Inc. (Incorporated herein by reference to Exhibit 3.81 to Amendment No. 2 to Form S-4 Registration Statement of Casella Waste Systems, Inc., as filed July 24, 2003 (file no. 333-103106)).
3.67	Articles of Incorporation of New England Waste Services of ME, Inc., as amended. (Incorporated herein by reference to Exhibit 3.82 to Amendment No. 2 to Form S-4 Registration Statement of Casella Waste Systems, Inc., as filed July 24, 2003 (file no. 333-103106)).
3.68	By-Laws of New England Waste Services of ME, Inc. (Incorporated herein by reference to Exhibit 3.83 to Amendment No. 2 to Form S-4 Registration Statement of Casella Waste Systems, Inc., as filed July 24, 2003 (file no. 333-103106)).
3.69	Certificate of Incorporation of New England Waste Services of N.Y., Inc., as amended. (Incorporated herein by reference to Exhibit 3.84 to Amendment No. 2 to Form S-4 Registration Statement of Casella Waste Systems, Inc., as filed July 24, 2003 (file no. 333-103106)).
3.70	By-Laws of New England Waste Services of N.Y., Inc. (Incorporated herein by reference to Exhibit 3.85 to Amendment No. 2 to Form S-4 Registration Statement of Casella Waste Systems, Inc., as filed July 24, 2003 (file no. 333-103106)).
3.71	Articles of Incorporation of New England Waste Services of Vermont, Inc., as amended. (Incorporated herein by reference to Exhibit 3.86 to Amendment No. 2 to Form S-4 Registration Statement of Casella Waste Systems, Inc., as filed July 24, 2003 (file no. 333-103106)).
3.72	By-Laws of New England Waste Services of Vermont, Inc. (Incorporated herein by reference to Exhibit 3.87 to Amendment No. 2 to Form S-4 Registration Statement of Casella Waste Systems, Inc., as filed July 24, 2003 (file no. 333-103106)).
3.73	Articles of Association of New England Waste Services, Inc., as amended. (Incorporated herein by reference to Exhibit 3.88 to Amendment No. 2 to Form S-4 Registration Statement of Casella Waste Systems, Inc., as filed July 24, 2003 (file no. 333-103106)).
3.74	By-Laws of New England Waste Services, Inc. (Incorporated herein by reference to Exhibit 3.89 to Amendment No. 2 to Form S-4 Registration Statement of Casella Waste Systems, Inc., as filed July 24, 2003 (file no. 333-103106)).
3.75	Articles of Association of Newbury Waste Management, Inc., as amended. (Incorporated herein by reference to Exhibit 3.90 to Amendment No. 2 to Form S-4 Registration Statement of Casella Waste Systems, Inc., as filed July 24, 2003 (file no. 333-103106)).
3.76	By-Laws of Newbury Waste Management, Inc. (Incorporated herein by reference to Exhibit 3.91 to Amendment No. 2 to Form S-4 Registration Statement of Casella Waste Systems, Inc., as filed July 24, 2003 (file no. 333-103106)).
3.77#	Certificate of Organization of NEWS of Worcester LLC.
3.78#	Limited Liability Company Agreement of NEWS of Worcester LLC.
3.79	Articles of Organization of NEWSME Landfill Operations LLC. (Incorporated herein by reference to Exhibit 3.135 to Form S-4 Registration Statement of Casella Waste Systems, Inc., as filed February 20, 2004 (file no. 333-112996)).
3.80	Articles of Incorporation of North Country Environmental Services, Inc., as amended. (Incorporated herein by reference to Exhibit 3.92 to Amendment No. 2 to Form S-4 Registration Statement of Casella Waste Systems, Inc., as filed July 24, 2003 (file no. 333-103106)).

Exhibit Number	Description
3.81	Amended and Restated By-Laws of North Country Environmental Services, Inc. (Incorporated herein by reference to Exhibit 3.93 to Amendment No. 2 to Form S-4 Registration Statement of Casella Waste Systems, Inc., as filed July 24, 2003 (file no. 333-103106)).
3.82	Certificate of Incorporation of Northern Properties Corporation of Plattsburgh, as amended. (Incorporated herein by reference to Exhibit 3.94 to Amendment No. 2 to Form S-4 Registration Statement of Casella Waste Systems, Inc., as filed July 24, 2003 (file no. 333-103106)).
3.83	By-Laws of Northern Properties Corporation of Plattsburgh. (Incorporated herein by reference to Exhibit 3.95 to Amendment No. 2 to Form S-4 Registration Statement of Casella Waste Systems, Inc., as filed July 24, 2003 (file no. 333-103106)).
3.84	Articles of Incorporation of Pine Tree Waste, Inc., as amended. (Incorporated herein by reference to Exhibit 3.101 to Amendment No. 2 to Form S-4 Registration Statement of Casella Waste Systems, Inc., as filed July 24, 2003 (file no. 333-103106)).
3.85	By-Laws of Pine Tree Waste, Inc. (Incorporated herein by reference to Exhibit 3.102 to Amendment No. 2 to Form S-4 Registration Statement of Casella Waste Systems, Inc., as filed July 24, 2003 (file no. 333-103106)).
3.86	Articles of Organization of ReSource Waste Systems, Inc., as amended. (Incorporated herein by reference to Exhibit 3.113 to Amendment No. 2 to Form S-4 Registration Statement of Casella Waste Systems, Inc., as filed July 24, 2003 (file no. 333-103106)).
3.87	By-Laws of ReSource Waste Systems, Inc. (Incorporated herein by reference to Exhibit 3.114 to Amendment No. 2 to Form S-4 Registration Statement of Casella Waste Systems, Inc., as filed July 24, 2003 (file no. 333-103106)).
3.88	Certificate of Incorporation of Schultz Landfill, Inc. (Incorporated herein by reference to Exhibit 3.117 to Amendment No. 2 to Form S-4 Registration Statement of Casella Waste Systems, Inc., as filed July 24, 2003 (file no. 333-103106)).
3.89	By-Laws of Schultz Landfill, Inc. (Incorporated herein by reference to Exhibit 3.118 to Amendment No. 2 to Form S-4 Registration Statement of Casella Waste Systems, Inc., as filed July 24, 2003 (file no. 333-103106)).
3.90#	Articles of Organization of Southbridge Recycling & Disposal Park, Inc. (formerly Regional Waste Services, Inc.)
3.91#	By-Laws of Southbridge Recycling & Disposal Park, Inc. (formerly Regional Waste Services, Inc.)
3.92	Articles of Association of Sunderland Waste Management, Inc. (Incorporated herein by reference to Exhibit 3.119 to Amendment No. 2 to Form S-4 Registration Statement of Casella Waste Systems, Inc., as filed July 24, 2003 (file no. 333-103106)).
3.93	By-Laws of Sunderland Waste Management, Inc. (Incorporated herein by reference to Exhibit 3.120 to Amendment No. 2 to Form S-4 Registration Statement of Casella Waste Systems, Inc., as filed July 24, 2003 (file no. 333-103106)).
3.94	Amended and Restated General Partnership Agreement of The Hyland Facility Associates (Incorporated herein by reference to Exhibit 3.57 to Amendment No. 2 to Form S-4 Registration Statement of Casella Waste Systems, Inc., as filed July 24, 2003 (file no. 333-103106)).
3.95#	Articles of Organization of U.S. Fiber, LLC, as amended.

Exhibit Number	Description
3.96#	Amended and Restated Operating Agreement of U.S. Fiber, Inc.
3.97	Certificate of Incorporation of Waste-Stream Inc., as amended. (Incorporated herein by reference to Exhibit 3.123 to Amendment No. 2 to Form S-4 Registration Statement of Casella Waste Systems, Inc., as filed July 24, 2003 (file no. 333-103106)).
3.98	By-Laws of Waste-Stream Inc. (Incorporated herein by reference to Exhibit 3.124 to Amendment No. 2 to Form S-4 Registration Statement of Casella Waste Systems, Inc., as filed July 24, 2003 (file no. 333-103106)).
3.99	Articles of Incorporation of Winters Brothers, Inc., as amended. (Incorporated herein by reference to Exhibit 3.127 to Amendment No. 2 to Form S-4 Registration Statement of Casella Waste Systems, Inc., as filed July 24, 2003 (file no. 333-103106)).
3.100	Amended and Restated By-Laws of Winters Brothers, Inc. (Incorporated herein by reference to Exhibit 3.128 to Amendment No. 2 to Form S-4 Registration Statement of Casella Waste Systems, Inc., as filed July 24, 2003 (file no. 333-103106)).
4.1	Indenture, dated as of February 7, 2011, by and between the Registrant and U.S. Bank National Association, as Trustee, for the 7.75% Senior Subordinated Notes due 2019 (incorporated herein by reference to Exhibit 4.2 to the Registrant's Current Report on Form 8-K filed with the SEC on February 8, 2011 (file no. 000-23211)).
4.2	Registration Rights Agreement, dated as of October 9, 2012 among the Registrant and the Purchasers defined therein with respect to the 7.75% Senior Subordinated Notes due 2019 (incorporated by reference to Exhibit 99.1 to the Registrant's Current Report on Form 8-K filed with the SEC on October 9, 2012 (file no. 000-23211)).
5.1#	Opinion of Wilmer Cutler Pickering Hale and Dorr LLP.
5.2#	Opinion of Fox Rothschild LLP.
5.3#	Opinion of Paul Frank + Collins, P.C.
5.4#	Opinion of Cohen & Grigsby, P.C.
5.5#	Opinion of Pierce Atwood LLP.
5.6#	Opinion of Cleveland, Waters & Bass, P.A.
5.7#	Opinion of Brooks, Pierce, McLendon, Humphrey & Leonard, LLP.
12.1†	Statement of Computation of Ratio of Earnings to Fixed Charges.
21.1	Subsidiaries of the Registrant (incorporated herein by reference to Exhibit 21 to the Registrant's Annual Report on Form 10-K for the fiscal year ended April 30, 2012, as filed with the SEC on June 28, 2012 (file no. 000-23211).
23.1#	Consent of McGladrey LLP.
23.2#	Consent of PricewaterhouseCoopers LLP.
23.3#	Consent of Caturano and Company, Inc.
23.4	Consent of Wilmer Cutler Pickering Hale and Dorr LLP (included in Exhibit 5.1).
23.5	Consent of Fox Rothschild LLP (included in Exhibit 5.2).
23.6	Consent of Paul Frank + Collins, P.C. (included in Exhibit 5.3).
23.7	Consent of Cohen & Grigsby, P.C. (included in Exhibit 5.4).

Exhibit Number	Description
23.8	Consent of Pierce Atwood LLP (included in Exhibit 5.5).
23.9	Consent of Cleveland, Waters & Bass, P.A. (included in Exhibit 5.6).
23.10	Consent of Brooks, Pierce, McLendon, Humphrey & Leonard, LLP (included in Exhibit 5.7).
24.1†	Powers of Attorney (included on signature pages to this registration statement).
25.1#	Form T-1 Statement of Eligibility under the Trust Indenture Act of 1939, as amended, of U.S. Bank National Association, as trustee under the Indenture.
99.1†	Form of Letter of Transmittal.
99.2†	Form of Letter to Registered Holders and Depository Trust Company Participants.
99.3†	Form of Letter to Clients.

Filed herewith
† Filed with Form S-4 Registration Statement on November 2, 2012

Exhibit 3.13

State of Delaware
Secretary of State
Division of Corporations
Delivered 05:33 PM 09/18/2008
FILED 04:53 PM 09/18/2008
SRV 080967109 – 4601884 FILE

CERTIFICATE OF FORMATION

OF

Casella Albany Renewables, LLC

This Certificate of Formation of Casella Albany Renewables, LLC (the "LLC"), dated as of September 18, 2008, is being duly executed and filed by David L. Schmitt, as authorized person, to form a limited liability company under the Delaware Limited Liability Company Act (6 Del.C. 18-101, et seq.).

FIRST: The name of the limited liability company formed hereby is Casella Albany Renewables, LLC.

SECOND: The address of the registered office of the LLC in the State of Delaware is c/o [The Corporation Trust Company, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801].

THIRD: The name and address of the registered agent for service of process on the LLC in the State of Delaware is [The Corporation Trust Company, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801].

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of the date first above written.

/s/ David L. Schmitt
Name: David L. Schmitt
Authorized Person

Exhibit 3.14

LIMITED LIABILITY COMPANY AGREEMENT

OF

CASELLA ALBANY RENEWABLES, LLC

This Limited Liability Company Agreement (this "Agreement") of Casella Albany Renewables, LLC is entered into by Casella Renewable Systems, LLC, a Delaware limited liability company (the "Member"). The Member, by execution of this Agreement, hereby agrees to form and carry on a limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act, Delaware Code Title 6, Chapter 18, as amended from time to time (the "Act"), and hereby agrees as follows:

1. Name. The name of the limited liability company formed hereby is Casella Albany Renewables, LLC (the "Company").

2. Certificates. David L. Schmitt, as an authorized person within the meaning of the Act, shall execute, deliver and file the Certificate of Formation with the Secretary of State of the State of Delaware. Upon the filing of the Certificate of Formation with the Secretary of State of the State of Delaware, his powers as an authorized person shall cease and the Member shall thereafter be designated as an authorized person within the meaning of the Act. The Member or an Officer shall execute, deliver and file any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business.

3. Purpose. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, engaging in any lawful act or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary, convenient, desirable or incidental to the foregoing.

4. Powers. In furtherance of its purposes the Company (i) shall have and exercise all powers necessary, convenient or incidental to accomplish its purposes as set forth in Section 3 and (ii) shall have and exercise all of the powers and rights conferred upon limited liability companies formed pursuant to the Act, including, without limitation, the power to:

a. acquire by purchase, lease, contribution of property or otherwise, own, hold, sell, convey, transfer or dispose of any real or personal property which may be necessary, convenient or incidental to the accomplishment of the purpose of the Company;

b. act as a trustee, executor, nominee, bailee, director, officer, agent or in some other fiduciary capacity for any person or entity and to exercise all of the powers, duties, rights and responsibilities associated therewith;

c. take any and all actions necessary, convenient or appropriate as trustee, executor, nominee, bailee, director, officer, agent or other fiduciary, including the granting or approval of waivers, consents or amendments of rights or powers relating thereto and the execution of appropriate documents to evidence such waivers, consents or amendments;

d. operate, purchase, maintain, finance, improve, own, sell, convey, assign, mortgage, lease or demolish or otherwise dispose of any real or personal property which may be necessary, convenient or incidental to the accomplishment of the purposes of the Company;

e. borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Company, and secure the same by mortgage, pledge or other lien on the assets of the Company;

f. invest any funds of the Company pending distribution or payment of the same pursuant to the provisions of this Agreement;

g. prepay in whole or in part, refinance, recast, increase, modify or extend any indebtedness of the Company and, in connection therewith, execute any extensions, renewals or modifications of any mortgage or security agreement securing such indebtedness;

h. enter into, perform and carry out contracts of any kind, including, without limitation, contracts with any person or entity affiliated with the Member, necessary to, in connection with, convenient to, or incidental to the accomplishment of the purposes of the Company;

i. employ or otherwise engage employees, managers, contractors, advisors, attorneys and consultants and pay reasonable compensation for such services;

j. enter into partnerships, limited liability companies, trusts, associations, corporations or other ventures with other persons or entities in furtherance of the purposes of the Company; and

k. do such other things and engage in such other activities related to the foregoing as may be necessary, convenient or incidental to the conduct of the business of the Company, and have and exercise all of the powers and rights conferred upon limited liability companies formed pursuant to the Act.

5. Principal Business Office. The principal business office of the Company shall be located at such location as may hereafter be determined by the Member.

6. Registered Office. The address of the registered office of the Company in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801.

7. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801.

8. Members. The name and the mailing address of the Member is set forth on Schedule A attached hereto.

9. Limited Liability. Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the

debts, obligations and liabilities of the Company, and the Member shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a member of the Company.

10. Capital Contributions. The Member is deemed admitted as the Member of the Company upon its execution and delivery of this Agreement. The Member will contribute the amount of United States Dollars to the Company as listed on Schedule A attached hereto.

11. Additional Contributions. The Member is not required to make any additional capital contribution to the Company. However, a Member may make additional capital contributions to the Company with the written consent of the Member.

12. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

13. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make a distribution to any Member on account of its interest in the Company if such distribution would violate the Act or other applicable law.

14. Management. In accordance with Section 18-402 of the Act, management of the Company shall be vested in the Member. The Member shall have the power to do any and all acts necessary, convenient or incidental to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of Delaware. The Member has the authority to bind the Company.

15. Officers. The Member may, from time to time as it deems advisable, appoint officers of the Company (the "Officers") and assign in writing titles (including, without limitation, President, Vice President, Secretary, and Treasurer) to any such person. Unless the Member decides otherwise, if the title is one commonly used for officers of a business corporation formed under the Delaware General Corporation Law, the assignment of such title shall constitute the delegation to such person of the authorities and duties that are normally associated with that office. Any delegation pursuant to this Section 15 may be revoked at any time by the Member. The initial Officers are listed on Schedule B attached hereto. The Member may revise Schedule B in its sole discretion at any time.

16. Other Business. The Member may engage in or possess an interest in other business ventures (unconnected with the Company) of every kind and description, independently or with others. The Company shall not have any rights in or to such independent ventures or the income or profits therefrom by virtue of this Agreement.

17. Exculpation and Indemnification. No Member or Officer shall be liable to the Company, or any other person or entity who has an interest in the Company, for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Member or Officer in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Member or Officer by this Agreement,

except that a Member or Officer shall be liable for any such loss, damage or claim incurred by reason of such Member's or Officer's willful misconduct. To the fullest extent permitted by applicable law, a Member or Officer shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Member or Officer by reason of any act or omission performed or omitted by such Member or Officer in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Member or Officer by this Agreement, except that no Member or Officer shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Member or Officer by reason of willful misconduct with respect to such acts or omissions; provided, however, that any indemnity under this Section 17 shall be provided out of and to the extent of Company assets only, and no Member shall have personal liability on account thereof.

18. Assignments.

a. A Member's entire interest in the Company (the "Membership Interest") is transferable either voluntarily or by operation of law. The Member may sell, assign, convey, exchange, mortgage, pledge, grant, hypothecate or transfer all or a portion of such Member's Membership Interest. In the event of the transfer of less than all of such Member's Membership Interest, the transferee shall become a member of the Company on such terms and conditions as such member, the applicable Member and the Company shall agree upon. In the event of the transfer of the Member's entire Membership Interest, the transferee shall succeed to all of the Member's rights under this Agreement. Upon the transfer of the Member's Membership Interest, the transferee shall become a member of the Company upon the completion of the transfer without further action.

b. Without limiting any of the foregoing, upon the sale, transfer or other disposition of any Member's entire Membership Interest pursuant to any pledge thereof to any lender (or any agent, trustee or other representative for any lender or group of lenders), the transferee of such Membership Interest shall become a member of the Company and shall acquire all right, title and interest of the Member in the Company, including all rights under this Agreement, and the Member shall be withdrawn as a member of the Company hereunder and shall have no further right, title or interest in the Company or under this Agreement.

19. Resignation. A Member may resign from the Company with the written consent of the Member. If a Member is permitted to resign pursuant to this Section, an additional member shall be admitted to the Company, subject to Section 20, upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective immediately prior to the resignation, and, immediately following such admission, the resigning Member shall cease to be a member of the Company.

20. Admission of Additional Members. One (1) or more additional members of the Company may be admitted to the Company with the written consent of the Member.

21. Dissolution.

a. The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (i) the written consent of the Member, (ii) at any time there are no

Members of the Company, unless the business of the Company is continued in a manner permitted by the Act, or (iii) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

b. The bankruptcy of the Member will not cause the Member to cease to be a member of the Company and upon the occurrence of such an event, the business of the Company shall continue without dissolution.

c. In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied in the manner, and in the order of priority, set forth in Section 18-804 of the Act.

22. Separability of Provisions. Each provision of this Agreement shall be considered separable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement which are valid, enforceable and legal.

23. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original for all purposes, but all of which together shall constitute one and the same Agreement.

24. Entire Agreement. This Agreement constitutes the entire agreement of the Member with respect to the subject matter hereof.

25. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Delaware (without regard to conflict of laws principles), all rights and remedies being governed by said laws.

26. Amendments. This Agreement may not be modified, altered, supplemented or amended except pursuant to a written agreement executed and delivered by the Member.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Agreement as of the 18th day of September, 2008.

CASELLA RENEWABLE SYSTEMS, LLC
Its Sole Member

By: /s/ John W. Casella
Name: John W. Casella
Title: Vice President & Secretary

Schedule A

TO CASELLA ALBANY RENEWABLES, LLC LIMITED LIABILITY COMPANY AGREEMENT

MEMBER

Name	Mailing Address	Agreed Value of Capital Contribution	Percentage Interest
Casella Renewable Systems, LLC	25 Greens Hill Lane, Rutland, VT 05701		100%

Schedule B

TO CASELLA ALBANY RENEWABLES, LLC LIMITED LIABILITY COMPANY AGREEMENT

Name	Title
	President
	Vice President
	Secretary
	Treasurer

Exhibit 3.15

LLC ARTICLES OF ORGANIZATION (Domestic & foreign -T.11, Ch.21)

Vermont Secretary of State, 81 River Street, Montpelier, VT 05609-1104.

Name of LLC: Casella Major Account Services, LLC
(Name must contain the words Limited Liability Company, Limited Company, LLC, LC)

Organized under the laws of the state (or country) of: Vermont

Foreign LLC must attach a good standing cert, dated no earlier than 30 days prior to filing, from its State of origin.

Principal office: 25 Greens Hill Lane, Rutland, Vermont 05701

Registered agent:

Corporation Service Company

Agent's street & po box:

159 State Street
Montpelier **VERMONT** 05602

The fiscal year ends the month of: 4/30 **(DEC will be designated as the month your year ends unless you state differently.) Each company under this title is required to file an *annual report* within 2 1/2 months of the close of its fiscal year. Failure to file may result in termination of the its authority. A pre-printed form will be mailed to your agent when the report is due.**

Is this a *term* LLC? ☐ Yes ☒ No If Yes, state duration of its term:

An LLC is an At-Will Company unless it is designated in its articles as a Term Co)

This is a MANAGER-MANAGED company? ☐ Yes ☒ No If yes list name & address below

_____

_____

_____

Are members personally liable for debts & obligations under T.11, §3043(b)? ☐ Yes ☒ No

Printed Name John W. Casella, VP/Sec **Signature /s/ John W. Casella** **date: 01/26/05**

VERMONT
SECRETARY OF STATE
2005 JAN 27 PM 3:26

Organizers address:

25 Greens Hill Lane, Rutland, Vermont 05701

Fees: VT domestic = $ 75.00 Foreign (non-Vt) = $100.00 Print & file in duplicate. If a delayed effective date is not specified date **(no later than 90 days after filing), it is effective the date it is approved. Give your email add. or phone # so we can contact you with questions:** Melissa.Stevens@casella.com
(rev 7/01)

Exhibit 3.16

LIMITED LIABILITY COMPANY AGREEMENT OF

CASELLA MAJOR ACCOUNT SERVICES LLC

This Limited Liability Company Agreement (this "Agreement") of Casella Major Account Services LLC is entered into by Casella Waste Systems, Inc., a Delaware Corporation, (the "Member").

The Member, hereby agrees to form and carry on a limited liability company pursuant to and in accordance with the Vermont Limited Liability Company Act (11 V .S.A. 21- 3001, et seq.), as amended from time to time (the "Act"), and hereby agrees as follows:

1. The name of the limited liability company is Casella Major Account Services LLC (the "Company").

2. Certificates., John W. Casella, as an authorized person within the meaning of the Act, shall execute, deliver and file the Articles of Organization with the Secretary of State of the State of Vermont. Upon the filing of the Articles of Organization with the Secretary of State of the State of Vermont, his powers as an authorized person shall cease and the Member shall thereafter be designated as an authorized person within the meaning of the Act. The Member or an Officer shall execute, deliver and file any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business.

3. Purpose. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, engaging in any lawful act or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary, convenient, desirable or incidental to the foregoing.

4. Powers. In furtherance of its purposes the Company (i) shall have and exercise all powers necessary, convenient or incidental to accomplish its purposes as set forth in Section 3 and (ii) shall have and exercise all of the powers and rights conferred upon limited liability companies formed pursuant to the Act, including, without limitation, the power to:

a. acquire by purchase, lease, contribution of property or otherwise, own, hold, sell, convey, transfer or dispose of any real or personal property which may be necessary, convenient or incidental to the accomplishment of the purpose of the Company;

b. act as a trustee, executor, nominee, bailee, director, officer, agent or in some other fiduciary capacity for any person or entity and to exercise all of the powers, duties, rights and responsibilities associated therewith;

c. take any and all actions necessary, convenient or appropriate as trustee, executor, nominee, bailee, director, officer, agent or other fiduciary, including the granting or approval of waivers, consents or amendments of rights or powers relating thereto and the execution of appropriate documents to evidence such waivers, consents or amendments;

d. operate, purchase, maintain, finance, improve, own, sell, convey, assign, mortgage, lease or demolish or otherwise dispose of any real or personal property which may be necessary, convenient or incidental to the accomplishment of the purposes of the Company;

e. borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Company, and secure the same by mortgage, pledge or other lien on the assets of the Company;

f. invest any funds of the Company pending distribution or payment of the same pursuant to the provisions of this Agreement;

g. prepay in whole or in part, refinance, recast, increase, modify or extend any indebtedness of the Company and, in connection therewith, execute any extensions, renewals or modifications of any mortgage or security agreement securing such indebtedness;

h. enter into, perform and carry out contracts of any kind, including, without limitation, contracts with any person or entity affiliated with the Member, necessary to, in connection with, convenient to, or incidental to the accomplishment of the purposes of the Company;

i. employ or otherwise engage employees, managers, contractors, advisors, attorneys and consultants and pay reasonable compensation for such services;

j. enter into partnerships, limited liability companies, trusts, associations, corporations or other ventures with other persons or entities in furtherance of the purposes of the Company; and

k. do such other things and engage in such other activities related to the foregoing as may be necessary, convenient or incidental to the conduct of the business of the Company, and have and exercise all of the powers and rights conferred upon limited liability companies formed pursuant to the Act.

5. Principal Business Office. The principal business office of the Company shall be located at such location as may hereafter be determined by the Member.

6. Registered Office. The address of the registered office of the Company in the State of Vermont is c/o Corporation Service Company, 159 State Street, Montpelier, Vermont 05602.

7. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Vermont is Corporation Service Company.

8. Members. The name and the mailing address of the Member is set forth on Schedule A attached hereto.

9. Limited Liability. Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a member of the Company.

10. Capital Contributions. The Member is deemed admitted as the Member of the Company upon its execution and delivery of this Agreement. The Member will contribute the amount of United States Dollars to the Company as listed on Schedule A attached hereto.

11. Additional Contributions. The Member is not required to make any additional capital contribution to the Company. However, a Member may make additional capital contributions to the Company with the written consent of the Member.

12. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

13. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make a distribution to any Member on account of its interest in the Company if such distribution would violate the Act or other applicable law.

14. Management. In accordance with Section 21-3054 of the Act, management of the Company shall be vested in the Member. The Member shall have the power to do any and all acts necessary, convenient or incidental to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of Vermont. The Member has the authority to bind the Company.

15. Officers. The Member may, from time to time as it deems advisable, appoint officers of the Company (the "Officers") and assign in writing titles (including, without limitation, President, Vice President, Secretary, and Treasurer) to any such person. Unless the Member decides otherwise, if the title is one commonly used for officers of a business corporation formed under the Vermont Corporation Act, the assignment of such title shall constitute the delegation to such person of the authorities and duties that are normally associated with that office. Any delegation pursuant to this Section 15 may be revoked at any time by the Member. The Officers appointed by the Member from time to time shall be listed on Schedule B attached hereto. The Member may revise Schedule B in its sole discretion at any time.

16. Other Business. The Member may engage in or possess an interest in other business ventures (unconnected with the Company) of every kind and description, independently or with others. The Company shall not have any rights in or to such independent ventures or the income or profits there from by virtue of this Agreement.

17. Exculpation and Indemnification. No Member or Officer shall be liable to the Company, or any other person or entity who has an interest in the Company, for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Member or Officer in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Member of Officer by this Agreement, except that a Member or Officer shall be liable for any such loss, damage or claim incurred by reason of such Member's or Officer's willful misconduct. To the fullest extent permitted by applicable law, a Member or Officer shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Member or Officer by reason of any act or omission performed or omitted by

such Member or Officer in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Member or Officer by this Agreement, except that no Member or Officer shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Member or Officer by reason of willful misconduct with respect to such acts or omissions; Provided, however, that any indemnity under this Section 17 shall be provided out of and to the extent of Company assets only, and no Member shall have personal liability on account thereof.

18. Assignments.

a. A Member's entire interest in the Company (the "Membership Interest") is transferable either voluntarily or by operation of law. The Member may sell, assign, convey, exchange, mortgage, pledge, grant, hypothecate or transfer all or a portion of such Member's Membership Interest. In the event of the transfer of less than all of such Member's Membership Interest, the transferee shall become a member of the Company on such terms and condition as such member, the applicable Member and the Company shall agree upon. In the event of the transfer of the Member's entire Membership Interest, the transferee shall succeed to all the Member's rights under this Agreement. Upon the transfer of the Member's Membership Interest, the transferee shall become a member of the Company upon the completion of the transfer without further action.

b. Without limiting any of the forgoing, upon the sale, transfer or other disposition of any Member's entire Membership Interest pursuant to any pledge thereof to any lender (or any agent, trustee or other representative for any lender or group of lenders), the transferee of such Membership Interest shall become a member of the Company and shall acquire all right, title and interest of the Member in the Company, including all rights under this Agreement, and the Member shall be withdrawn as a member of the Company hereunder and shall have no further right, title or interest in the Company or under this Agreement.

19. Resignation. A Member may resign from the Company with the written consent of the Member. If a Member is permitted to resign pursuant to this Section, an additional member shall be admitted to the Company, subject to Section 20, upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective immediately prior to the resignation, and, immediately following such admission, the resigning Member shall cease to be a member of the Company.

20. Admission of Additional Members. One (1) or more additional members of the Company may be admitted to the Company with the written consent of the Member.

21. Dissolution.

a. The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (i) the written consent of the Member, (ii) at any time there are no Members of the Company, unless the business of the Company is continued in a manner permitted by the Act, or (iii) the entry of a decree of judicial dissolution under Section 21-3101 of the Act.

b. The bankruptcy of the Member will not cause the Member to cease to be a member of the Company and upon the occurrence of such an event, the business of the Company shall continue without dissolution.

c. In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied in the manner, and in the order of priority, set forth in Section 21-3106 of the Act.

22. Separability of Provisions. Each provision of this Agreement shall be considered separable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement which are valid, enforceable and legal.

23. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original of this Agreement.

24. Entire Agreement. This Agreement constitutes the entire agreement of the Member with respect to the subject matter hereof.

25. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Vermont (without regard to conflict of laws principles), all rights and remedies being governed by said laws.

26. Amendments. This Agreement may not be modified, altered, supplemented or amended except pursuant to a written agreement executed and delivered by the Member.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Agreement as of the 23rd day of June, 2005.

The Sole Member:

Casella Waste Systems, Inc.:

/s/ John W. Casella
John W. Casella, Chief Executive Officer and Secretary

Exhibit A

Member: Casella Waste Systems, Inc.

25 Greens Hill Lane
Rutland, Vermont 05701

Exhibit B

President: James W. Bohlig

Vice President and Secretary: John W. Casella

Vice President and Treasurer: Richard A. Norris

Exhibit 3.17

19480038 D 1910000274107

FILED 04 28 1992 CHNG

Fee Paid $35.00

C. B. ----

Date MAY 1 1992

2

STATE OF MAINE

ARTICLES OF AMENDMENT
(Amendment by Shareholders Voting as One Class)

Pursuant to 13-A MRSA §§805 and 807, the undersigned corporation adopts these Articles of Amendment:

For Use By The Secretary of State
FILED

April 28, 1992
Mary Cooper
Deputy Secretary of State

A True Copy When Attested By Signature

Deputy Secretary of State

FIRST: All outstanding shares were entitled to vote on the following amendment as ***one*** class.

SECOND: The amendment set out in Exhibit A attached was adopted by the shareholders (Circle one)

A. at a meeting legally called and held on. OR December 13, 1991.
B. by unanimous written consent on

THIRD: Shares outstanding and entitled to vote and shares voted for and against said amendment were:

Number of Shares Outstanding and Entitled to Vote	NUMBER Voted For	NUMBER Voted Against
32.5	32.5	-0-

FOURTH: If such amendment provides for exchange, reclassification or cancellation of issued shares, the manner in which this shall be effected is contained in Exhibit B attached if it is not set forth in the amendment itself.

FIFTH: (Complete if Exhibits do not give this information.) If the amendment changes the number or par values of authorized shares, the number of share the corporation has authority to issue thereafter, is as follows:

Class	Series (If Any)	Number of Shares	Par Value (If Any)
N/A			

The aggregate par value of all such shares (of all classes and series) ***having par value*** is $.
The total number of all such shares (of all classes and series) ***without par value*** is shares.

SIXTH: Address of the registered office in Maine: 465 Congress St., Portland, ME 04101
(street, city and zip code)

MUST BE COMPLETED FOR VOTE OF SHAREHOLDERS

I certify that I have custody of the minutes showing the above/action by the shareholders.

/s/ Edwin A. Heisler, Clerk
(signature of clerk, secretary or asst. secretary)

Dated: March 30, 1992

I. Zaitlin and Sons, Inc.
(Name of Corporation – Typed or Printed)

By* /s/ Edwin A. Heisler
(signature)

Edwin A. Heisler, Clerk
(type or print name and capacity)

By* _____
(signature)

_____
(type or print name and capacity)

* In addition to any certification of custody of minutes this document ***MUST*** be signed by (1) the ***Clerk*** ***OR*** (2) the **President** or a vice president *AND* the **Secretary**, an assistant secretary or other officer the bylaws designate as second certifying officer *OR* (3) if no such officers, a majority of the **directors** or such directors designated by a majority or directors then in office *OR* (4) if no directors, the holders, or such of them designated by the **holders, of record of a majority of all outstanding shares** entitled to vote thereon *OR* (5) the **holders of all outstanding shares**.

NOTE. This form should not be used if any class of shares is entitled to vote as a separate class for any of the reasons set out in §806. or because the articles so provide. For vote necessary for adoption see §805.

FORM NO MBCA-9 Rev. 80

EXHIBIT A

TO

I. ZAITLIN AND SONS, INC.

ARTICLES OF AMENDMENT

The Board of Directors is authorized to increase or decrease the number of directors. The minimum number shall be one (1) director and the maximum number shall be seven (7) directors, (13-A M.R.S.A. §703 1 A and 2), but the minimum number of directors shall not be less than the number of shareholders when there are fewer than three shareholders.

19480038 D 1910000084627

State of Maine

FILED 10 27 1948 ARTI 4

Certificate of Organization of a Corporation under the General Law

The undersigned, officers of a corporation organized at Biddeford, in the County of York and State of Maine at a meeting of the signers of the articles of agreement therefor, duly called and held at the office of Simon Spill, Esqi.n the City of Biddeford on the first day of October, A. D. 19 48, hereby certify as follows:

The name of said corporation is I. Zaitlin and Sons, Inc.

The purposes of said corporation are:

First: To engage in buying and selling, and otherwise acquire, sell, store, lease, and deal in all scrap material, junk, iron, metal, rubber, rage, books, paper, new and used cars, new and used automobile parts and accessories, gasoline, oil, tires, and all other merchandise and commodities of whatsoever nature and character.

Second: To buy, hold, own, sell, hire, lease, mortgage, pledge and otherwise deal in and dispose of real estate, and to erect, manage, care for and maintain, extend and own buildings thereon.

Third: To do any and all things that may be deemed necessary or proper pertaining to the conduct of the aforesaid businesses, and to have and to exercise all the rights, powers, and privileges that may be exercised by corporations formed under the general laws of the State of Maine.

The amount of capital stock is Fifty Thousand ($50,000) Dollars

The amount of common stock is all

The amount of preferred stock is none

The amount of capital stock already paid in is none

The par value of the shares is one hundred ($100) Dollars

The names and residences of the owners of said shares are as follows:

NAMES	RESIDENCES	NO. OF SHARES COMMON	NO. OF SHARES PREFERRED
Isaac Zaitlin	Biddeford, Maine	1	
Joseph Zaitlin	Biddeford, Maine	1	
Ethel Zaitlin	Biddeford Maine	1	

Said corporation is located at Biddeford, Maine in the County of York

The number of directors is three and their names are:

Isaac Zaitlin, Joseph Zaitlin and Ethel Zaitlin

The name of the Clerk is Simon Spill

and his residence is Biddeford, Maine

The undersigned, Isaac Zaitlin is president;

the undersigned, Joseph Zaitlin is treasurer;

and the undersigned,

Isaac Zaitlin, Joseph Zaitlin and Ethel Zaitlin

are a majority of the directors of said corporation.

Witness our hands this first day of October A. D. 1948.

Isaac Zaitlin	President.
Joseph Zaitlin	Treasurer.
Isaac Zaitlin	
Joseph Zaitlin	
Ethel Zaitlin	
	Directors.

County of York, SB. October 1, A. D. 1948.

Then personally appeared

Isaac Zaitlin, Joseph Zaitlin and Ethel Zaitlin

and severally made oath to the foregoing certificate, that the same is true.

Before me,

Simon Spill
Justice of the Peace.

State of Maine

Attorney General's Office, October 18 A.D. 1948.

I hereby certify that I have examined the foregoing certificate, and the same is properly drawn and signed, and is conformable to the constitution and laws of the State.

Abraham Breitbard
Deputy Attorney General.

A TRUE COPY OF RECORD

COPY

ATTEST: John G. Smith

REGISTER:

NAME OF CORPORATION

I. Zaitlin and Sons, Inc.

YORK SB. Registry of Deeds Received OCT 20 1948 19 at 9 H. - M., A. M., and recorded in Vol. 19 Page 121

Attest:

John G. Smith Register.

STATE OF MAINE
Office of Secretary of State
Augusta, Oct. 27, 1948
Received and filed this day.
ATTEST:

Paul A. MacDonald

Deputy SECRETARY OF STATE
Recorded in Vol. 133 page 70

BUSINESS CORPORATION

STATE OF MAINE

(Merger of Domestic and Foreign Corporations)

ARTICLES OF MERGER

Minimum Fee $80 (See §1401 sub-§19)

File No. 19480038 0 Pages 7
Fee Paid $ 80.00
OCN 1981141200004 MERG
——FILED——
04/23/1998

1198119/0000/00/001.0003

KTI RECYCLING OF NEW ENGLAND, INC.
A corporation organized under the laws of DELAWARE

Nancy B. Kelleher
Deputy Secretary of State

INTO

I. ZAITLIN AND SONS, INC.
A corporation organized under the laws of MAINE

A True Copy When Attested By Signature

Deputy Secretary of State

Pursuant to 13-A MRSA §906, the preceding corporations adopt these Articles of Merger:

FIRST: The Laws of the State(s) of DELAWARE, under which the foreign corporation(s) is organized, permit such merger.

SECOND: The name of the surviving corporation is KTI RECYCLING OF NEW ENGLAND, INC.; and it is to be governed by the laws of the State of MAINE.

THIRD: The plan of merger is set forth in Exhibit I attached hereto and made a part hereof.

FOURTH: As to each participating domestic corporation, the shareholders of which voted on such plan of merger, the number of shares outstanding and the number of shares entitled to vote on such plan, and the number of such shares voted for and against the plan, are as follows:

Name of Corporation	Number of Shares Outstanding	Number of Shares Entitled to Vote	NUMBER Voted For	NUMBER Voted Against
I. ZAITLIN AND SONS, INC.	97.5	97.5	97.5	-0-

FIFTH: If the shares of any class were entitled to vote as a class, the designation and number of the outstanding shares of each such class, and the number of shares of each such class voted for and against the plan, are as follows:

Name of Corporation	Designation of Class	Number of Shares Outstanding	NUMBER Voted For	NUMBER Voted Against
I. ZAITLIN AND SONS, INC.	COMMON			-0-

SIXTH:

(ME. – 2335 – 10/23/96)

SEVENTH: The address of the registered office of the surviving corporation it the State of Maine is*

110 MAIN STREET, SUITE 1308, SACO, MAINE 04072
(street, city, state and zip code)

The address of the registered office of the merged corporation in the State of Maine is*

110 MAIN STREET, SUITE 1306, SACO, MAINE 04072
(street, city, State and zip code)

EIGHTH: Effective date of the merger (if other than date of filing of Articles) is 4/30/98

(Not to exceed 60 days from date of filing of the Articles)

DATED APRIL 17, 1998

I. ZAITLIN AND SONS, INC.
(participating domestic corporation)

MUST BE COMPLETED FOR VOTE OF SHAREHOLDERS

I certify that I have custody of the minutes showing the above action by the shareholders.

I. ZAITLIN AND SONS, INC.
(name of corporation)

/s/ ROBERT E. WETZEL
(signature of clerk, secretary or asst. secretary)

**By /s/ SAMUEL M. ZAITLIN
(signature)

SAMUEL M. ZAITLIN, PRESIDENT
(type or print name and capacity)

**By /s/ ROBERT E. WETZEL

ROBERT E. WETZEL, SECRETARY
(type or print name and capacity)

DATED

KTI RECYCLING OF NEW ENGLAND, INC.
(participating corporation)

MUST BE COMPLETED FOR VOTE OF SHAREHOLDERS

I certify that I have custody of the minutes showing the above action by the shareholders.

KTI RECYCLINC OF NEW JERSEY, INC.
(name of corporation)

/s/ ROBERT E. WETZEL
(signature of , secretary or

**By /s/ MARTIN J. SERGI
(signature)

MARTIN J. SERGI, PRESIDENT
(type or print name and capacity)

**By /s/ ROBERT E. WETZEL
(signature)

ROBERT E. WETZEL, SECRETARY
(type or print name and capacity)

NOTE: If a foreign corporation is the survivor of this merger, see §906.4 and §908.3 as to whether Form MBCA-10Ma is required.

* Give address of registered office in Maine. If the corporation does not have a registered office in Maine, the address given should be the principal or registered office in the State of incorporation.

** This document **MUST** be signed by (1) the **Clerk** OR (2) the **President** or a vice-president *and* the **Secretary** or an assistant secretary, or such other officer as the bylaws may designate as a 2nd certifying officer **OR** (3) if there are no such officers, then a majority of the **Directors** or such directors as may be designated by a majority of directors then in office **OR** (4) if there are no such directors, then the **Holders**, or such of them as may be designated by the holders, **of record of a *majority* of all outstanding shares** entitled to vote thereon **OR** (5) the **Holders of all of the outstanding shares** of the corporation.

SUBMIT COMPLETED FORMS TO: **CORPORATE EXAMINING SECTION, SECRETARY OF STATE, 101 STATE HOUSE STATION, AUGUSTA, ME 04333-0101 TEL. (207) 287-4195**

FORM NO. MBCA-10C Rev. 96

PLAN OF MERGER

OF

KTI RECYCLING OF NEW ENGLAND, INC.

INTO

I. ZAITLIN AND SONS, INC.

Pursuant to 13-A MRSA §906, the undersigned corporations hereby execute the following Certificate of Merger.

ARTICLE ONE

KTI Recycling of New England, Inc., a corporation organized and existing under the laws of the State of Delaware shall be merged into I. Zaitlin and Sons, Inc., a corporation organized and existing under the laws of the State of Maine, which is hereinafter designated as the surviving corporation and hereby changes it's name to KTI Recycling of New England, Inc.

The address of the surviving corporation's registered office is 100 Main Street, Suite 1308, Saco, Maine 04072 and the name of its registered agent at such address is Bradley W. Hughes.

The total authorized capital stock of the surviving corporation shall be 130 shares, itemized by classes, par value of shares, shares without par value of shares, shares without par value, and series, if any, within a class as follows:

Class	Series (if any)	Number of Shares	Par Value Per Share or statement shares are without par value
Common	None	130	$ 100.00 Par Value

ARTICLE TWO

The following plan of merger was approved by each of the undersigned corporations in the manner prescribed by the

The name of the surviving corporation shall be changed to KTI Recycling of New England, Inc.

The by-laws of I. Zaitlin and Sons, Inc. shall remain and be the by-laws of the corporation which shall survive the merger until the same shall be altered or amended according to the provisions thereof and in the manner permitted by the statues of the State of Maine, or by this certificate.

The following amendments shall be made to the Certificate of Incorporation of I. Zaitlin and Sons, Inc.

The first annual meeting of the shareholders of the corporation which shall survive the merger, to be held after the effective date of the merger, shall be the annual meeting provided, or to be provided, by the by-laws of the said corporation, for the year 1998.

All persons, who at the date when the Certificate of Merger shall become effective, shall be the executive or administrative officers of KTI Recycling of New England, Inc., shall be and will remain like officers of the corporation which shall survive the merger until the board of directors of such corporation shall elect their respective successors.

The chairman of the board, or the president or a senior vice-president of each of the corporations, parties to this merger, shall sign this certificate on behalf of their respective corporations. This certificate shall then be submitted to the shareholders of each of the corporation's parties hereto, at a meeting thereof, separately called and held for the purpose of considering and taking action upon the proposed merger. At each such meeting this merger shall be considered and a vote taken thereon in the manner prescribed by 13-A MRSA §906.

A meeting of the board of directors of the corporation which shall survive this merger shall be held as soon as practicable after the date on which this merger shall become effective and may be called in the manner provided in the by-laws of the corporation which shall survive the merger for the calling of special meeting of the board of directors and may be held at the time and place specified in the notice of the meeting.

The corporation which shall survive the merger shall pay all expenses of carrying this agreement into effect and of accomplishing this merger.

When the merger shall have become effective, all and singular, the rights, privileges, powers and franchises of each of the corporation, parties to this merger, whether of a public or a private nature, and all property, real personal and mixed, and all debts due to each of said corporations, on whatever account as well for stock subscriptions as all other things in action or belonging to either of the said corporations shall be vested in the corporation which shall survive this merger; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the corporation which shall survive this merger as they were of the

corporations, parties hereto, and the title to any real or personal property, whether by deed or otherwise, vested in each of the corporations, parties hereto, shall not revert or be in any way unimpaired by reason hereof; provided, however, that all rights of creditors and all liens upon any property of each of the corporations, parties hereto, shall be preserved unimpaired, limited in lien to the property affected by such liens immediately prior to the time of the said merger, and all debts, liabilities and duties of KTI Recycling of New England, Inc. shall thenceforth attach to the corporation which shall survive this merger and may be enforces against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

It at any time the corporation which shall survive the merger shall consider or be advised that any further assignment for assurances in law or any things are necessary or desirable to vest in the said corporation, according to the terms hereof, the title to any property or rights of KTI Recycling of New England, Inc. the Proper Officers and Directors of said KTI Recycling of New England, Inc. shall and will execute and make all such proper assignments and assurances in law and so all things necessary or proper to vest title in such proper assignments and assurances in law and do all things necessary or proper to vest title in such property or rights in the corporation which shall survive the merger and otherwise to carry out the purposes of this Certificate of Merger.

ARTICLE THREE

As to each corporation whose shareholders are entitled to vote, the number of shares entitled to vote, and the number and designation of the shares of any class or series entitled to vote as a class, are:

Name of Corporation	Total Number of Shares Entitled to Vote	Designation of each Class or Series Entitled to Vote as a Class (if any)	No. of Shares Entitled to Vote of each such Class or Series (if any)
I. Zaitlin and Sons, Inc.	97.5	Common	97.5
KTI Recycling of New England, Inc.	1,500	Common	1,500

ARTICLE FOUR

As to each corporation whose shareholders are entitled to vote, the number of shares voted for and against the plan respectively, and the number of shares of any class entitled to vote as a class that voted for and against the plan, are:

Name of Corporation	Total Shares Voted For	Total Shares Voted Against	Class	Shares Voted For	Shares Voted Against
I. Zaitlin and Sons, Inc.	97.5	0	Common	97.5	0
KTI Recycling of New England, Inc.	1,500	0	Common	1,500	0

The date or dates of approval by the shareholders of each corporation of the plan of merger is (are):

Corporation:	I. Zaitlin and Sons, Inc.	date of shareholder approval:	April 17, 1998
Corporation:	KTI Recycling of New England, Inc.	date of shareholder approval:	April 17, 1998

ARTICLE FIVE

The plan of merger was approved by the board of directors of

I. Zaitlin and Sons, Inc., the surviving corporation.

ARTICLE SIX

The effective date of this certificate shall be April 30, 1998.

IN WITNESS WHEREOF each of the undersigned corporations has caused this Certificate of Merger to be executed in its name by its President, as of the 17th day of April, 1998.

I. Zaitlin and Sons, Inc.

By: /s/ SAMUEL M. ZAITLIN
SAMUEL M. ZAITLIN, President

KTI Recycling of New England, Inc.

By: /s/ MARTIN J. SERGI
MARTIN J. SERGI, President

DOMESTIC
BUSINESS CORPORATION

STATE OF MAINE

ARTICLES OF ENTITY CONVERSION

[ILLEGIBLE]
File No 20063190DC Pages 3
File No 194800398 D
Fee Paid $ 145
DCN 2061181500064 CVDB
——FILED——EFFECTIVE——
04/28/2006 04/28/2006

Julie L Flynn
Deputy Secretary of State

A True Copy When Attested By Signature

Deputy Secretary of Stale

KTI Recycling of New England, Inc.
(Name of Corporation Prior to Conversion)

Pursuant to 13-C MRSA §5955 I, the undersigned corporation executes and delivers the following Articles of Entity Conversion

FIRST: The name of the corporation is changed as follows (the name must satisfy the organic law of the surviving entity)

KTI Recycling of New England, LLC

SECOND: The type of unincorporated entity that the surviving entity will be limited liability company

THIRD: The plan of entity conversion was duly approved by the shareholders in the manner required by this Act and the corporation's articles of incorporation.

FOURTH: If the surviving entity is a filing entity, attached is Exhibit A which contains all the provisions required to be set forth in its public organic document with any other desired provisions, that are permitted

For a Domestic Limited Liability Company, attach form MLLC-6-1

For a Domestic Limited Partnership, attach form MLPA-6-1.

FIFTH: The effective date of the articles of entity conversion (if other than the date of filing of the articles of entity conversion) is .

DATED April 26th, 2006

*By /s/ John W. Casella
(signature of an officer or other duly authorized representative)

John W. Casella, President
(type or print name and capacity)

* This document **MUST** be signed by an officer or other duly authorized representative. (13-C MRSA §955 1)

Please remit your payment made payable to the Maine Secretary of State.

SUBMIT COMPLETED FORMS TO:

CORPORATE EXAMINING SECTION, SECRETARY OF STATE,
101 STATE HOUSE STATION, AUGUSTA, ME 04333-0101
TEL. (207) 624-7740

FORM NO. MBCA-21 (1 of 1) Rev 8/1/2004

Articles of Organization of Limited Liability Company pursuant to 31 MRSA §622 to accompany the following:

("X") one box only.)

☒ Articles of Entity Conversion (13-C MRSA §955 1)

☐ Articles/Certificate of Merger or Share Exchange (13-C MRSA §§1106 and 1107.31 MRSA §417.31 MRSA §741-A)

☐ Articles/Certificate of Inter-Entity Consolidation (31 MRSA §417.31 MRSA §741-A)

☐ Articles/Certificate of Conversion (31 MRSA §418.31 MRSA §746)

(Check box only if applicable.)

☐ This is a professional limited liability company formed pursuant to 13 MRSA Chapter 22-A to provide the following professional services _____

_____
(type of professional services)

FIRST: The name of the limited liability company is

KTI Recycling of New England, LLC
(The name must contain one of the following "Limited Liability Company", "L.L.C." or "LLC" §603-A 1)

SECOND: The name of its Registered Agent an individual Maine resident or a corporation, foreign or domestic, authorized to do business or carry on activities in Maine, and the address of the registered office shall be:

CT Corporation System
(name)

One Portland Square, Portland, Maine 04101
(physical location - street (not P O Box, city, state and zip code)

_____
(mailing address of different from above

THIRD: ("X" one box only.)

☒ A The Management of the company is vested in a member or members

☐ B 1 The management of the company is vested in a manager or managers The minimum number shall be managers and the maximum number shall be managers.

2 If the initial managers have been selected, the name and business, residence or mailing address of each manager is

NAME	**ADDRESS**

☐ Names and addresses of additional managers are attached hereto as Exhibit , and made a part hereof.

FOURTH: Other provisions of these articles, if any, that the members determine to include are set forth in Exhibit attached hereto and made a part hereof.

Acceptance of Appointment of Registered Agent

The undersigned hereby accepts the appointment as registered agent for the above-named limited liability company

REGISTERED AGENT **DATED April 26, 2006**

(signature) (type of print name)

For Registered Agent which is a Corporation

Name of Corporation CT Corporation System

By: /s/ TAMMY TOFTEROO (authorized signature)

TAMMY TOFTEROO
ASSISTANT SECRETARY
(type or print name and capacity)

Note: If the registered agent does not sign, Form MLLC-18 (§607 2) must accompany this document

SUBMIT COMPLETED FORMS TO:

CORPORATE EXAMINING SECTION, SECRETARY OF STATE,
101 STATE HOUSE STATION, AUGUSTA, ME 04333-0101
TEL. (207) 624-7740

FORM NO. MLLC-6-1 (2 of 2) Rev. 9-8-2003

Filing Fee $50.00

DOMESTIC
LIMITED LIABILITY COMPANY

File No. 20063190DC Pages 2
Fee Paid $ 50
DCN 2082961900001 LNME
—FILED—————
10/21/2008

STATE OF MAINE

ARTICLES OF AMENDMENT

Julie L Flynn
Deputy Secretary of State

A True Copy When Attested By Signature

KTI Recycling of New England, LLC
(Name of Limited Liability Company)

Deputy Secretary of State

Pursuant to 31 MRSA §623, the undersigned limited liability company executes and delivers for filing these articles of amendment:

FIRST: The name of the limited liability company has been changed to (if no change, so indicate)
Casella Recycling, LLC
(The name must contain one of the following "Limited Liability Company", "L.L.C." or "LLC"; §603-A 1)

SECOND: The management of the limited liability company has been changed (if no change, so indicate No change). If changed, "X" one box only.

☐ A. The management of the company is vested in a member or members.

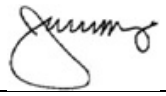
☐ B The management of the company is vested in a manager or managers. The minimum number shall be managers and the maximum number shall be managers.

THIRD: Other amendments to the articles, if any, that the members determine to adopt are set forth in Exhibit attached hereto and made a part hereof

FORM NO MLLC-9 (1 of 2)
[ILLEGIBLE]

DATED 10/7/2008

Manager(s)/Member(s)*



(signature) — Director, President and Secretary (type or print name and capacity)

(signature) — Duly Authorized Person (type or print name and capacity)

(signature) — (type or print name and capacity)

For Manager(s)/Member(s) which are Entities

Name of Entity _____

By _____ (authorized signature) _____ (type or print name and capacity)

Name of Entity _____

By _____ (authorized signature) _____ (type or print name and capacity)

Name of Entity _____

By _____ (authorized signature) _____ (type or print name and capacity)

*Articles **MUST** be signed by:

(1) at least one manager **OR**

(2) at least one member if the limited liability company is managed by the members **OR**

(3) any duly authorized person.

The execution of this certificate constitutes an oath or affirmation under the penalties of false swearing under 17-A MRSA §453

Please remit your payment made payable to the Maine Secretary of State.

SUBMIT COMPLETED FORMS TO:

CORPORATE EXAMINING SECTION, SECRETARY OF STATE,
101 STATE HOUSE STATION, AUGUSTA, ME 04333-0101
TEL. (207) 624-7740

Exhibit 3.18

AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT

of

CASELLA RECYCLING, LLC

THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") of Casella Recycling, LLC is entered into by KTI, Inc, a New Jersey Corporation (the "Member"), in accordance with the terms set forth herein.

WHEREAS, John. W. Casella, as organizer, formed the Company as a limited liability company under the laws of the State of Maine and FCR, LLC, a Delaware limited liability company (the "Original Member"), entered into the Limited Liability Company Agreement of the Company on April 28, 2006 (the "Original Agreement");

WHEREAS, the Original Agreement is hereby amended and restated in its entirety to reflect the assignment and transfer of the Original Member's 100% interest in the Company to the Member; and

WHEREAS, this Amended and Restated Limited Liability Agreement establishes the manner in which the business and affairs of the Company are managed and determines the respective rights, duties and obligations with respect to the Company.

The Member, by execution of this Agreement, hereby agrees to carry on a limited liability company pursuant to and in accordance with the Maine Limited Liability Company Act, Maine Revised Statutes Title 31, Chapter 21, as amended from time to time (the "Act"), and hereby agrees as follows:

1. Name. The name of the limited liability company is Casella Recycling, LLC (the "Company").

2. Articles of Organization.

a. The Member is the sole member of the Company.

b. The Articles of Organization including Articles of Conversion of the Company as filed on April 26, 2006, as amended (the "Articles of Organization"), are hereby affirmed and ratified by the Member.

c. The Member or an Officer shall execute, deliver and file any other certificates (and any amendments and/or restatements thereof) necessary for the Company to do business in a jurisdiction in which the Company may wish to conduct business.

3. Purpose. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, engaging in any lawful act or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary, convenient, desirable or incidental to the foregoing.

4. Powers. In furtherance of its purposes, the Company (i) shall have and exercise all powers necessary, convenient or incidental to accomplish its purposes as set forth in Section 3 hereof, and (ii) shall have and exercise all of the powers and rights conferred upon limited liability companies formed pursuant to the Act, including, without limitation, the power to:

a. acquire by purchase, lease, contribution of property or otherwise, own, hold, sell, convey, transfer or dispose of any real or personal property which may be necessary, convenient or incidental to the accomplishment of the purpose of the Company;

b. act as a trustee, executor, nominee, bailee, director, officer, agent or in some other fiduciary capacity for any person or entity and to exercise all of the powers, duties, rights and responsibilities associated therewith;

c. take any and all actions necessary, convenient or appropriate as trustee, executor, nominee, bailee, director, officer, agent or other fiduciary, including the granting or approval of waivers, consents or amendments of rights or powers relating thereto and the execution of appropriate documents to evidence such waivers, consents or amendments;

d. operate, purchase, maintain, finance, improve, own, sell, convey, assign, mortgage, lease or demolish or otherwise dispose of any real or personal property which may be necessary, convenient or incidental to the accomplishment of the purposes of the Company;

e. borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Company, and secure the same by mortgage, pledge or other lien on the assets of the Company;

f. invest any funds of the Company pending distribution or payment of the same pursuant to the provisions of this Agreement;

g. prepay in whole or in part, refinance, recast, increase, modify or extend any indebtedness of the Company and, in connection therewith, execute any extensions, renewals or modifications of any mortgage or security agreement securing such indebtedness;

h. enter into, perform and carry out contracts of any kind, including, without limitation, contracts with any person or entity affiliated with the Member, necessary to, in connection with, convenient to, or incidental to the accomplishment of the purposes of the Company;

i. employ or otherwise engage employees, managers, contractors, advisors, attorneys and consultants and pay reasonable compensation for such services;

j. enter into partnerships, limited liability companies, trusts, associations, corporations or other ventures with other persons or entities in furtherance of the purposes of the Company; and

k. do such other things and engage in such other activities related to the foregoing as may be necessary, convenient or incidental to the conduct of the business of the Company, and have and exercise all of the powers and rights conferred upon limited liability companies formed pursuant to the Act.

5. Principal Business Office. The principal business office of the Company shall be located at such location as may hereafter be determined by the Member.

6. Registered Office. The address of the registered office of the Company in the State of Maine is One Portland Square, Portland, Maine 04101.

7. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Maine is CT Corporation System, One Portland Square, Portland, Maine 04101.

8. Members. The name and the mailing address of the Member are set forth on Exhibit A attached hereto.

9. Limited Liability. Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a member of the Company.

10. Capital Contributions. The Member shall be deemed admitted as a Member of the Company upon its execution and delivery of this Agreement. The Member shall contribute to the Company the amount, if any, of United States Dollars as is listed on Exhibit A attached hereto.

11. Additional Contributions. The Member is not required to make any additional capital contribution to the Company. However, a Member may make additional capital contributions to the Company with the written consent of the Member.

12. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

13. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make a distribution to any Member on account of its interest in the Company if such distribution would violate the Act or other applicable law.

14. Management. In accordance with Section 1541 of the Act, management of the Company shall be vested in the Member. The Member shall have the power to do any and all acts necessary, convenient or incidental to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of Maine. The Member has the authority to bind the Company.

15. Officers. The Member may, from time to time as it deems advisable, appoint officers of the Company (the "Officers") and assign in writing titles (including, without limitation, President, Vice President, Secretary, and Treasurer) to any such person. Unless the Member decides otherwise, if the title is one commonly used for officers of a business corporation formed under the Maine Business Corporation Act, the assignment of such title shall constitute the delegation to such person of the authorities and duties that are normally associated with that office. Any delegation pursuant to this Section 15 may be revoked at any time by the Member. The Officers appointed by the Member from time to time shall be listed on Exhibit B attached hereto. The Member may revise Exhibit B in its sole discretion at any time.

16. Other Business. The Member may engage in or possess an interest in other business ventures (unconnected with the Company) of every kind and description, independently or with others. The Company shall not have any rights in or to such independent ventures or the income or profits therefrom by virtue of this Agreement.

17. Exculpation and Indemnification. No Member or Officer shall be liable to the Company, or to any other person or entity who or which has an interest in the Company, for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Member or Officer in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Member or Officer by this Agreement, except that a Member or Officer shall be liable for any such loss, damage or claim incurred by reason of such Member's or Officer's willful misconduct. To the fullest extent permitted by applicable law, a Member or Officer shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Member or Officer by reason of any act or omission performed or omitted by such Member or Officer in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Member or Officer by this Agreement, except that no Member or Officer shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Member or Officer by reason of willful misconduct with respect to such acts or omissions; provided, however, that any indemnity under this Section 17 shall be provided out of and to the extent of the Company's assets only, and no Member shall have personal liability on account thereof.

18. Assignments.

a. A Member's entire interest in the Company (the "Membership Interest") is transferable either voluntarily or by operation of law. The Member may sell, assign, convey, exchange, mortgage, pledge, grant, hypothecate or transfer all or a portion of such Member's Membership Interest. In the event of the transfer of less than all of such Member's Membership Interest, the transferee shall become a member of the Company on such terms and conditions as such member, the applicable Member and the Company shall agree upon. In the event of the transfer of the Member's entire Membership Interest, the transferee shall succeed to all of the Member's rights under this Agreement. Upon the transfer of the Member's Membership Interest, the transferee shall become a member of the Company upon the completion of the transfer without further action.

b. Without limiting any of the foregoing, upon the sale, transfer or other disposition of any Member's entire Membership Interest pursuant to any pledge thereof to any lender (or any agent, trustee or other representative for any lender or group of lenders), the transferee of such Membership Interest shall become a member of the Company and shall acquire all right, title and interest of the Member in the Company, including all rights under this Agreement, and the Member shall be withdrawn as a member of the Company hereunder and shall have no further right, title or interest in the Company or under this Agreement.

19. Resignation. A Member may resign from the Company with the written consent of the Member. If a Member is permitted to resign pursuant to this Section 19, an additional member shall be admitted to the Company, subject to the provisions of Section 20, upon execution by such additional member of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective immediately prior to the resignation and, immediately following such admission, the resigning Member shall cease to be a member of the Company.

20. Admission of Additional Members. One (1) or more additional members of the Company may be admitted to the Company with the written consent of the Member.

21. Dissolution.

a. The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (i) the written consent of the Member, (ii) at any time there are no Members of the Company, unless the business of the Company is continued in a manner permitted by the Act, or (iii) the entry of a decree of judicial dissolution under the applicable provisions of the Act.

b. The bankruptcy of a Member shall not cause the Member to cease to be a member of the Company and, upon the occurrence of such an event, the business of the Company shall continue without dissolution.

c. In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale or other disposition of the assets of the Company in an orderly manner), and the assets of the Company shall be applied in the manner and in the order of priority set forth in Section 1601 of the Act.

22. Severability of Provisions. Each provision of this Agreement shall be considered separable and severable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those provisions of this Agreement which are valid, enforceable and legal.

23. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original for all purposes, but all of which together shall constitute one and the same Agreement.

24. Entire Agreement. This Agreement constitutes the entire agreement of the Member with respect to the subject matter hereof.

25. Governing Law. This Agreement shall be governed by, and construed and enforced under, the laws of the State of Maine, without regard to the conflicts of law principles thereof, all rights and remedies being governed by said laws.

26. Amendments. This Agreement may not be amended, modified, changed, altered or supplemented except pursuant to a written agreement executed and delivered by the Member.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Agreement effective as of the 30th day of November, 2012.

Sole Member:

KTI, Inc.

By: /s/ John W. Casella
Name: John W. Casella
Title:

Acknowledged and Agreed:

Casella Recycling, LLC

By: /s/ John W. Casella
Name: John W. Casella
Title: President and Secretary

EXHIBIT A

Sole Member:

KTI, Inc.
25 Greens Hill Lane
Rutland, VT 05701

EXHIBIT B

Name	Office	Address
John W. Casella	President/Secretary	25 Greens Hill Lane, Rutland, VT 05701
Edwin D. Johnson	Treasurer/Vice President	25 Greens Hill Lane, Rutland, VT 05701
Douglas R. Casella	Vice President	25 Greens Hill Lane, Rutland, VT 05701

Exhibit 3.19

State of Delaware
Secretary of State
Division of Corporations
Delivered 09:30 AM 05/23/2007
FILED 09:15 AM 05/23/2007
SRV 070604845 - 4357252 FILE

CERTIFICATE OF FORMATION

OF

Casella Renewable Systems, LLC

This Certificate of Formation of Casella Renewable Systems, LLC (the "LLC"), dated as of May 23, 2007, is being duly executed and filed by Shelley S. Rogers, as an authorized person, to form a limited liability company under the Delaware Limited Liability Company Act (6 Del.C. 18-101, et seq.).

FIRST: The name of the limited liability company formed hereby is Casella Renewable Systems, LLC.

SECOND: The address of the registered office of the LLC in the State of Delaware is c/o The Corporation Trust Company, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801.

THIRD: The name and address of the registered agent for service of process on the LLC in the State of Delaware is The Corporation Trust Company, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of the date first above written.

/s/ Shelley S. Rogers
Name: Shelley S. Rogers
Authorized Person

Exhibit 3.20

LIMITED LIABILITY COMPANY AGREEMENT

OF

CASELLA RENEWABLE SYSTEMS, LLC

This Limited Liability Company Agreement (this "Agreement") of Casella Renewable Systems, LLC is entered into by Casella Waste Systems, Inc., a Delaware company (the "Member"). The Member, by execution of this Agreement, hereby agrees to form and carry on a limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act, Delaware Code Title 6, Chapter 18, as amended from time to time (the "Act"), and hereby agrees as follows:

1. Name. The name of the limited liability company formed hereby is Casella Renewable Systems, LLC (the "Company").

2. Certificates. Shelley S. Rogers, as an authorized person within the meaning of the Act, shall execute, deliver and file the Certificate of Formation with the Secretary of State of the State of Delaware. Upon the filing of the Certificate of Formation with the Secretary of State of the State of Delaware, his powers as an authorized person shall cease and the Member shall thereafter be designated as an authorized person within the meaning of the Act. The Member or an Officer shall execute, deliver and file any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business.

3. Purpose. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, engaging in any lawful act or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary, convenient, desirable or incidental to the foregoing.

4. Powers. In furtherance of its purposes the Company (i) shall have and exercise all powers necessary, convenient or incidental to accomplish its purposes as set forth in Section 3 and (ii) shall have and exercise all of the powers and rights conferred upon limited liability companies formed pursuant to the Act, including, without limitation, the power to:

a. acquire by purchase, lease, contribution of property or otherwise, own, hold, sell, convey, transfer or dispose of any real or personal property which may be necessary, convenient or incidental to the accomplishment of the purpose of the Company;

b. act as a trustee, executor, nominee, bailee, director, officer, agent or in some other fiduciary capacity for any person or entity and to exercise all of the powers, duties, rights and responsibilities associated therewith;

c. take any and all actions necessary, convenient or appropriate as trustee, executor, nominee, bailee, director, officer, agent or other fiduciary, including the granting or approval of waivers, consents or amendments of rights or powers relating thereto and the execution of appropriate documents to evidence such waivers, consents or amendments;

d. operate, purchase, maintain, finance, improve, own, sell, convey, assign, mortgage, lease or demolish or otherwise dispose of any real or personal property which may be necessary, convenient or incidental to the accomplishment of the purposes of the Company;

e. borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Company, and secure the same by mortgage, pledge or other lien on the assets of the Company;

f. invest any funds of the Company pending distribution or payment of the same pursuant to the provisions of this Agreement;

g. prepay in whole or in part, refinance, recast, increase, modify or extend any indebtedness of the Company and, in connection therewith, execute any extensions, renewals or modifications of any mortgage or security agreement securing such indebtedness;

h. enter into, perform and carry out contracts of any kind, including, without limitation, contracts with any person or entity affiliated with the Member, necessary to, in connection with, convenient to, or incidental to the accomplishment of the purposes of the Company;

i. employ or otherwise engage employees, managers, contractors, advisors, attorneys and consultants and pay reasonable compensation for such services;

j. enter into partnerships, limited liability companies, trusts, associations, corporations or other ventures with other persons or entities in furtherance of the purposes of the Company; and

k. do such other things and engage in such other activities related to the foregoing as may be necessary, convenient or incidental to the conduct of the business of the Company, and have and exercise all of the powers and rights conferred upon limited liability companies formed pursuant to the Act.

5. Principal Business Office. The principal business office of the Company shall be located at such location as may hereafter be determined by the Member.

6. Registered Office. The address of the registered office of the Company in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801.

7. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801.

8. Members. The name and the mailing address of the Member is set forth on Schedule A attached hereto.

9. Limited Liability. Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the

debts, obligations and liabilities of the Company, and the Member shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a member of the Company.

10. Capital Contributions. The Member is deemed admitted as the Member of the Company upon its execution and delivery of this Agreement. The Member will contribute the amount of United States Dollars to the Company as listed on Schedule A attached hereto.

11. Additional Contributions. The Member is not required to make any additional capital contribution to the Company. However, a Member may make additional capital contributions to the Company with the written consent of the Member.

12. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

13. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make a distribution to any Member on account of its interest in the Company if such distribution would violate the Act or other applicable law.

14. Management. In accordance with Section 18-402 of the Act, management of the Company shall be vested in the Member. The Member shall have the power to do any and all acts necessary, convenient or incidental to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of Delaware. The Member has the authority to bind the Company.

15. Officers. The Member may, from time to time as it deems advisable, appoint officers of the Company (the "Officers") and assign in writing titles (including, without limitation, President, Vice President, Secretary, and Treasurer) to any such person. Unless the Member decides otherwise, if the title is one commonly used for officers of a business corporation formed under the Delaware General Corporation Law, the assignment of such title shall constitute the delegation to such person of the authorities and duties that are normally associated with that office. Any delegation pursuant to this Section 15 may be revoked at any time by the Member. The initial Officers are listed on Schedule B attached hereto. The Member may revise Schedule B in its sole discretion at any time.

16. Other Business. The Member may engage in or possess an interest in other business ventures (unconnected with the Company) of every kind and description, independently or with others. The Company shall not have any rights in or to such independent ventures or the income or profits therefrom by virtue of this Agreement.

17. Exculpation and Indemnification. No Member or Officer shall be liable to the Company, or any other person or entity who has an interest in the Company, for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Member or Officer in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Member or Officer by this Agreement,

except that a Member or Officer shall be liable for any such loss, damage or claim incurred by reason of such Member's or Officer's willful misconduct. To the fullest extent permitted by applicable law, a Member or Officer shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Member or Officer by reason of any act or omission performed or omitted by such Member or Officer in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Member or Officer by this Agreement, except that no Member or Officer shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Member or Officer by reason of willful misconduct with respect to such acts or omissions; provided, however, that any indemnity under this Section 17 shall be provided out of and to the extent of Company assets only, and no Member shall have personal liability on account thereof.

18. Assignments.

a. A Member's entire interest in the Company (the "Membership Interest") is transferable either voluntarily or by operation of law. The Member may sell, assign, convey, exchange, mortgage, pledge, grant, hypothecate or transfer all or a portion of such Member's Membership Interest. In the event of the transfer of less than all of such Member's Membership Interest, the transferee shall become a member of the Company on such terms and conditions as such member, the applicable Member and the Company shall agree upon. In the event of the transfer of the Member's entire Membership Interest, the transferee shall succeed to all of the Member's rights under this Agreement. Upon the transfer of the Member's Membership Interest, the transferee shall become a member of the Company upon the completion of the transfer without further action.

b. Without limiting any of the foregoing, upon the sale, transfer or other disposition of any Member's entire Membership Interest pursuant to any pledge thereof to any lender (or any agent, trustee or other representative for any lender or group of lenders), the transferee of such Membership Interest shall become a member of the Company and shall acquire all right, title and interest of the Member in the Company, including all rights under this Agreement, and the Member shall be withdrawn as a member of the Company hereunder and shall have no further right, title or interest in the Company or under this Agreement.

19. Resignation. A Member may resign from the Company with the written consent of the Member. If a Member is permitted to resign pursuant to this Section, an additional member shall be admitted to the Company, subject to Section 20, upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective immediately prior to the resignation, and, immediately following such admission, the resigning Member shall cease to be a member of the Company.

20. Admission of Additional Members. One (1) or more additional members of the Company may be admitted to the Company with the written consent of the Member.

21. Dissolution.

a. The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (i) the written consent of the Member, (ii) at any time there are no

Members of the Company, unless the business of the Company is continued in a manner permitted by the Act, or (iii) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

b. The bankruptcy of the Member will not cause the Member to cease to be a member of the Company and upon the occurrence of such an event, the business of the Company shall continue without dissolution.

c. In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied in the manner, and in the order of priority, set forth in Section 18-804 of the Act.

22. Separability of Provisions. Each provision of this Agreement shall be considered separable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement which are valid, enforceable and legal.

23. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original for all purposes, but all of which together shall constitute one and the same Agreement.

24. Entire Agreement. This Agreement constitutes the entire agreement of the Member with respect to the subject matter hereof.

25. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Delaware (without regard to conflict of laws principles), all rights and remedies being governed by said laws.

26. Amendments. This Agreement may not be modified, altered, supplemented or amended except pursuant to a written agreement executed and delivered by the Member.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Agreement as of the 23rd day of May, 2007.

CASELLA WASTE SYSTEMS, INC.
Its Sole Member

By: /s/ John W. Casella
Name: John W. Casella
Title: Chief Executive Officer

Schedule A

TO CASELLA RENEWABLE SYSTEMS, LLC LIMITED LIABILITY COMPANY AGREEMENT

MEMBER

Name	Mailing Address	Agreed Value of Capital Contribution	Percentage Interest
Casella Waste Systems, Inc.	25 Greens Hill Lane, Rutland, VT 05701	$ 1.00	100%

Schedule B

TO CASELLA RENEWABLE SYSTEMS, LLC LIMITED LIABILITY COMPANY AGREEMENT

Name	Title
James W. Bohlig	President
John W. Casella	Vice President & Secretary
Douglas R. Casella	Vice President
Paul J. Massaro	Vice President & Treasurer

Exhibit 3.31

040420000581

CT-07

ARTICLES OF ORGANIZATION

OF

Casella Waste Services of Ontario LLC

Under Section 203 of the Limited Liability Company Law

FIRST: The name of the limited liability company is: Casella Waste Services of Ontario LLC.

SECOND: The county within this state in which the office of the limited liability company is to be located is: Ontario.

THIRD: The Secretary of State for the State of New York is hereby appointed agent for service of process on Casella Waste Services of Ontario LLC. The address to which the Secretary of State shall mail a copy of the service of process is CT Corporation System, 111 Eighth Avenue, NY, NY 10011.

DATED this 10th day of March, 2004.

/s/ John W. Casella

John W. Casella, Vice President and Secretary of New England Waste Services of N.Y., Inc.
Sole Member/Organizer

New York State
Department of State
Division of Corporations, State Records
and Uniform Commercial Code
Albany, NY 12231

050207000 3/2

CERTIFICATE OF CHANGE
OF

CASELLA WASTE SERVICES OF ONTARIO LLC
(Insert name of Domestic Limited Liability Company)

Under Section 211-A of the Limited Liability Company Law

FIRST: The name of the limited liability company is: CASELLA WASTE SERVICES OF ONTARIO LLC

If the name of the limited liability company has been changed, the name under which it was formed is: _____

SECOND: The articles or organization were filed with the Department of State on: April 20, 2004

THIRD: The change(s) effected hereby *are: [check appropriate box(es)]*

☐ The county location, within this state, in which the office of the limited liability company is located, is changed to: _____

☒ The address to which the Secretary of State shall forward copies of process accepted on behalf of the limited liability company is changed to: c/o Corporation Service Company, 80 State Street, Albany, NY 12207-2543

☒ The limited liability company hereby: *[check one]*

- ☒ Designates Corporation Service Company as its registered agent upon whom process against the limited liability company may be served. The street address of the registered agent is 80 State Street, Albany, NY 12207-2543.
- ☐ Changes the designation of its registered agent to: _____. The street address of the registered agent is: _____.
- ☐ Changes the address of its registered agent to: _____
- ☐ Revokes the authority of its registered agent.

X /s/ Michael J. Brennan
(Signature)

Michael J. Brennan
(Type or print name)

Authorized Person
(Title or capacity of signer)

DOS-1359 (Rev. 6/02)

[ILLEGIBLE]

CT-C7

F06.01.27000 904

CERTIFICATE OF CHANGE

OF

Casella Waste Services of Ontario LLC

Under Section 211-A of the Limited Liability Company Law

1. The name of the limited liability company is: Casella Waste Services of Ontario LLC.

2. The date of filing of the original articles of organization with the Department of State is April 20, 2004.

3. The articles of organization are amended:

To change the post office address to which the Secretary of State shall mail a copy of any process in any action or proceeding against the limited liability company which may be served on him to read as follows: c/o C T Corporation System, 111 Eighth Avenue, New York, NY 10011.

To change the registered agent in New York upon whom all process against the limited liability company may be served to C T CORPORATION SYSTEM, located at 111 Eighth Avenue, New York, NY 10011.

/s/ LAUREN KREATZ

(Name & Title of Signer)

LAUREN KREATZ, Authorized Person

NY075-5/19/00 C T System Online

[ILLEGIBLE]

Exhibit 3.32

LIMITED LIABILITY COMPANY AGREEMENT

OF

CASELLA WASTE SERVICES OF ONTARIO LLC

This Limited Liability Company Agreement (this "Agreement") of Casella Waste Services of Ontario LLC is entered into by New England Waste Services of N.Y., Inc., a New York corporation (the "Member").

The Member, by execution of this Agreement, hereby agrees to form and carry on a limited liability company pursuant to and in accordance with the New York Limited Liability Company Law (NY CLS 34-101, et seq.), as amended from time to time (the "Act"), and hereby agrees as follows:

1. The name of the limited liability company formed hereby is Casella Waste Services of Ontario LLC, (the "Company").

2. Certificates. John W. Casella, as an authorized person within the meaning of the Act, shall execute, deliver and file the Articles of Organization with the Secretary of State of the State of New York. Upon the filing of the Articles of Organization with the Secretary of State of the State of New York, his powers as an authorized person shall cease and the Member shall thereafter be designated as an authorized person within the meaning of the Act. The Member or an Officer shall execute, deliver and file any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business.

3. Purpose. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, engaging in any lawful act or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary, convenient, desirable or incidental to the foregoing.

4. Powers. In furtherance of its purposes the Company (i) shall have and exercise all powers necessary, convenient or incidental to accomplish its purposes as set forth in Section 3 and (ii) shall have and exercise all of the powers and rights conferred upon limited liability companies formed pursuant to the Act, including, without limitation, the power to:

a. acquire by purchase, lease, contribution of property or otherwise, own, hold, sell, convey, transfer or dispose of any real or personal property which may be necessary, convenient or incidental to the accomplishment of the purpose of the Company;

b. act as a trustee, executor, nominee, bailee, director, officer, agent or in some other fiduciary capacity for any person or entity and to exercise all of the powers, duties, rights and responsibilities associated therewith;

c. take any and all actions necessary, convenient or appropriate as trustee, executor, nominee, bailee, director, officer, agent or other fiduciary, including the granting or approval of waivers, consents or amendments of rights or powers relating thereto and the execution of appropriate documents to evidence such waivers, consents or amendments;

d. operate, purchase, maintain, finance, improve, own, sell, convey, assign, mortgage, lease or demolish or otherwise dispose of any real or personal property which may be necessary, convenient or incidental to the accomplishment of the purposes of the Company;

e. borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Company, and secure the same by mortgage, pledge or other lien on the assets of the Company;

f. invest any funds of the Company pending distribution or payment of the same pursuant to the provisions of this Agreement;

g. prepay in whole or in part, refinance, recast, increase, modify or extend any indebtedness of the Company and, in connection therewith, execute any extensions, renewals or modifications of any mortgage or security agreement securing such indebtedness;

h. enter into, perform and carry out contracts of any kind, including, without limitation, contracts with any person or entity affiliated with the Member, necessary to, in connection with, convenient to, or incidental to the accomplishment of the purposes of the Company;

i. employ or otherwise engage employees, managers, contractors, advisors, attorneys and consultants and pay reasonable compensation for such services;

j. enter into partnerships, limited liability companies, trusts, associations, corporations or other ventures with other persons or entities in furtherance of the purposes of the Company; and

k. do such other things and engage in such other activities related to the foregoing as may be necessary, convenient or incidental to the conduct of the business of the Company, and have and exercise all of the powers and rights conferred upon limited liability companies formed pursuant to the Act.

5. Principal Business Office. The principal business office of the Company shall be located at such location as may hereafter be determined by the Member.

6. Registered Office. The address of the registered office of the Company in the State of New York is 80 State Street, Albany NY 12207-2543.

7. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of New York is Corporation Service Company.

8. Members. The name and the mailing address of the Member is set forth on Schedule A attached hereto.

9. Limited Liability. Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a member of the Company.

10. Capital Contributions. The Member is deemed admitted as the Member of the Company upon its execution and delivery of this Agreement. The Member will contribute the amount of United States Dollars to the Company as listed on Schedule A attached hereto.

11. Additional Contributions. The Member is not required to make any additional capital contribution to the Company. However, a Member may make additional capital contributions to the Company with the written consent of the Member.

12. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

13. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make a distribution to any Member on account of its interest in the Company if such distribution would violate the Act or other applicable law.

14. Management. In accordance with Section 34-401 of the Act, management of the Company shall be vested in the Member. The Member shall have the power to do any and all acts necessary, convenient or incidental to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of New York. The Member has the authority to bind the Company.

15. Officers. The Member may, from time to time as it deems advisable, appoint officers of the Company (the "Officers") and assign in writing titles (including, without limitation, President, Vice President, Secretary, and Treasurer) to any such person. Unless the Member decides otherwise, if the title is one commonly used for officers of a business corporation formed under the New York Business Corporation Law, the assignment of such title shall constitute the delegation to such person of the authorities and duties that are normally associated with that office. Any delegation pursuant to this Section 15 may be revoked at any time by the Member. The Officers appointed by the Member from time to time shall be listed on Schedule B attached hereto. The Member may revise Schedule B in its sole discretion at any time.

16. Other Business. The Member may engage in or possess an interest in other business ventures (unconnected with the Company) of every kind and description, independently or with others. The Company shall not have any rights in or to such independent ventures or the income or profits therefrom by virtue of this Agreement.

17. Exculpation and Indemnification. No Member or Officer shall be liable to the Company, or any other person or entity who has an interest in the Company, for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Member or Officer in good faith on behalf of the Company and in a, manner reasonably believed to be within the scope of the authority conferred on such Member or Officer by this Agreement,

except that a Member or Officer shall be liable for any such loss, damage or claim incurred by reason of such Member's or Officer's willful misconduct. To the fullest extent permitted by applicable law, a Member or Officer shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Member or Officer by reason of any act or omission performed or omitted by such Member or Officer in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Member or Officer by this Agreement, except that no Member or Officer shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Member or Officer by reason of willful misconduct with respect to such acts or omissions; provided, however, that any indemnity under this Section 17 shall be provided out of and to the extent of Company assets only, and no Member shall have personal liability on account thereof.

18. Assignments.

a. A Member's entire interest in the Company (the "Membership Interest") is transferable either voluntarily or by operation of law. The Member may sell, assign, convey, exchange, mortgage, pledge, grant, hypothecate or transfer all or a portion of such Member's Membership Interest. In the event of the transfer of less than all of such Member's Membership Interest, the transferee shall become a member of the Company on such terms and condition as such member, the applicable Member and the Company shall agree upon. In the event of the transfer of the Member's entire Membership Interest, the transferee shall succeed to all the Member's rights under this Agreement. Upon the transfer of the Member's Membership Interest, the transferee shall become a member of the Company upon the completion of the transfer without further action.

b. Without limiting any of the forgoing, upon the sale, transfer or other disposition of any Member's entire Membership Interest pursuant to any pledge thereof to any lender (or any agent, trustee or other representative for any lender or group of lenders), the transferee of such Membership Interest shall become a member of the Company and shall acquire all right, title and interest of the Member in the Company, including all rights under this Agreement, and the Member shall be withdrawn as a member of the Company hereunder and shall have no further right, title or interest in the Company or under this Agreement.

19. Resignation. A Member may resign from the Company with the written consent of the Member. If a Member is permitted to resign pursuant to this Section, an additional member shall be admitted to the Company, subject to Section 20, upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective immediately prior to the resignation, and, immediately following such admission, the resigning Member shall cease to be a member of the Company.

20. Admission of Additional Members. One (1) or more additional members of the Company may be admitted to the Company with the written consent of the Member.

21. Dissolution.

a. The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (i) the written consent of the Member, (ii) at any time there are no Members of the Company, unless the business of the Company is continued in a manner permitted by the Act, or (iii) the entry of a decree of judicial dissolution under Section 34-702 of the Act.

b. The bankruptcy of the Member will not cause the Member to cease to be member of the Company and upon the occurrence of such an event, the business of the Company shall continue without dissolution.

c. In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied in the manner, and in the order of priority, set forth in Section 34-704 of the Act.

22. Separability of Provisions. Each provision of this Agreement shall be considered separable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement which are valid, enforceable and legal.

23. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original of this Agreement.

24. Entire Agreement. This Agreement constitutes the entire agreement of the Member with respect to the subject matter hereof.

25. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of New York (without regard to conflict of laws principles), all rights and remedies being governed by said laws.

26. Amendments. This Agreement may not be modified, altered, supplemented or amended except pursuant to a written agreement executed and delivered by the Member.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Agreement as of the 23rd day of June, 2005.

The Sole Member:

New England Waste Services of N.Y., Inc

/s/ John W. Casella
John W. Casella,
Vice President and Secretary

Exhibit A

Member: New England Waste Services of N.Y., Inc.

25 Greens Hill Lane
Rutland, Vermont 05701

Exhibit B

President: James W. Bohlig

Vice President and Secretary: John W. Casella

Vice President and Treasurer: Richard A. Norris

Exhibit 3.33

CSC 45 ARTICLES OF ORGANIZATION F050805000 500
DRAW DOWN

OF

CHEMUNG LANDFILL LLC

Under Section 203 of the Limited Liability Company Law

FIRST: The name of the limited liability company is

CHEMUNG LANDFILL LLC

SECOND: The county within this state in which the office of the limited liability company is to be located is Chemung.

THIRD: The secretary of state is designated as agent of the limited liability company upon whom process against it may be served. The post office address within or without this state to which the secretary of state shall mail a copy of any process against the limited liability company served upon him or her is Corporation Service Company, 80 State Street, Albany, NY 12207.

FOURTH: The name and street address within this state of the registered agent of the limited liability company upon whom and at which process against the limited liability company can be served is Corporation Service Company, 80 State Street, Albany, NY 12207.

FIFTH: The limited liability company is to be managed by (check appropriate box):

- ☒ 1 or more members
- ☐ A class or classes of members
- ☐ 1 or more managers
- ☐ A class or classes of managers

/s/ John W. Casella
(signature)

John W. Casella, Organizer
(name and capacity of signer)

F060127 000836

CT-07

CERTIFICATE OF CHANGE

OF

Chemung Landfill LLC

Under Section 211-A of the Limited Liability Company Law

1. The name of the limited liability company is: Chemung Landfill LLC.

2. The date of filing of the original articles of organization with the Department of State is August 5, 2005.

3. The articles of organization are amended:

To change the post office address to which the Secretary of State shall mail a copy of any process in any action or proceeding against the limited liability company which may be served on him to read as follows: c/o C T Corporation System, 111 Eighth Avenue, New York, NY 10011.

To change the registered agent in New York upon whom all process against the limited liability company may be served to C T CORPORATION SYSTEM, located at 111 Eighth Avenue, New York, NY 10011.

/s/ LAUREN KREATZ

(Name & Title of Signer)
LAUREN KREATZ, Authorized Person

NY075 – 6/19/00 C T System Online

[ILLEGIBLE]

Exhibit 3.34

LIMITED LIABILITY COMPANY AGREEMENT

OF

CHEMUNG LANDFILL LLC

This Limited Liability Company Agreement (this "Agreement") of Chemung Landfill LLC is entered into by New England Waste Services of N.Y., Inc., a New York corporation (the "Member").

The Member, by execution of this Agreement, hereby agrees to form and carry on a limited liability company pursuant to and in accordance with the New York Limited Liability Company Law (NY CLS 34-101, et seq.), as amended from time to time (the "Act"), and hereby agrees as follows:

1. The name of the limited liability company formed hereby is Chemung Landfill LLC, (the "Company").

2. Certificates. John W. Casella, as an authorized person within the meaning of the Act, shall execute, deliver and file the Articles of Organization with the Secretary of State of the State of New York. Upon the filing of the Articles of Organization with the Secretary of State of the State of New York, his powers as an authorized person shall cease and the Member shall thereafter be designated as an authorized person within the meaning of the Act. The Member or an Officer shall execute, deliver and file any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business.

3. Purpose. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, engaging in any lawful act or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary, convenient, desirable or incidental to the foregoing.

4. Powers. In furtherance of its purposes the Company (i) shall have and exercise all powers necessary, convenient or incidental to accomplish its purposes as set forth in Section 3 and (ii) shall have and exercise all of the powers and rights conferred upon limited liability companies formed pursuant to the Act, including, without limitation, the power to:

a. acquire by purchase, lease, contribution of property or otherwise, own, hold, sell, convey, transfer or dispose of any real or personal property which may be necessary, convenient or incidental to the accomplishment of the purpose of the Company;

b. act as a trustee, executor, nominee, bailee, director, officer, agent or in some other fiduciary capacity for any person or entity and to exercise all of the powers, duties, rights and responsibilities associated therewith;

c. take any and all actions necessary, convenient or appropriate as trustee, executor, nominee, bailee, director, officer, agent or other fiduciary, including the granting or approval of waivers, consents or amendments of rights or powers relating thereto and the execution of appropriate documents to evidence such waivers, consents or amendments;

d. operate, purchase, maintain, finance, improve, own, sell, convey, assign, mortgage, lease or demolish or otherwise dispose of any real or personal property which may be necessary, convenient or incidental to the accomplishment of the purposes of the Company;

e. borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Company, and secure the same by mortgage, pledge or other lien on the assets of the Company;

f. invest any funds of the Company pending distribution or payment of the same pursuant to the provisions of this Agreement;

g. prepay in whole or in part, refinance, recast, increase, modify or extend any indebtedness of the Company and, in connection therewith, execute any extensions, renewals or modifications of any mortgage or security agreement securing such indebtedness;

h. enter into, perform and carry out contracts of any kind, including, without limitation, contracts with any person or entity affiliated with the Member, necessary to, in connection with, convenient to, or incidental to the accomplishment of the purposes of the Company;

i. employ or otherwise engage employees, managers, contractors, advisors, attorneys and consultants and pay reasonable compensation for such services;

j. enter into partnerships, limited liability companies, trusts, associations, corporations or other ventures with other persons or entities in furtherance of the purposes of the Company; and

k. do such other things and engage in such other activities related to the foregoing as may be necessary, convenient or incidental to the conduct of the business of the Company, and have and exercise all of the powers and rights conferred upon limited liability companies formed pursuant to the Act.

5. Principal Business Office. The principal business office of the Company shall be located at such location as may hereafter be determined by the Member.

6. Registered Office. The address of the registered office of the Company in the State of New York is 80 State Street, Albany NY 12207-2543.

7. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of New York is Corporation Service Company.

8. Members. The name and the mailing address of the Member is set forth on Schedule A attached hereto.

9. Limited Liability. Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a member of the Company.

10. Capital Contributions. The Member is deemed admitted as the Member of the Company upon its execution and delivery of this Agreement The Member will contribute the amount of United States Dollars to the Company as listed on Schedule A attached hereto.

11. Additional Contributions. The Member is not required to make any additional capital contribution to the Company. However, a Member may make additional capital contributions to the Company with the written consent of the Member.

12. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

13. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make a distribution to any Member on account of its interest in the Company if such distribution would violate the Act or other applicable law.

14. Management. In accordance with Section 34-401 of the Act, management of the Company shall be vested in the Member. The Member shall have the power to do any and all acts necessary, convenient or incidental to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of New York. The Member has the authority to bind the Company.

15. Officers. The Member may, from time to time as it deems advisable, appoint officers of the Company (the "Officers") and assign in writing titles (including, without limitation, President, Vice President, Secretary, and Treasurer) to any such person. Unless the Member decides otherwise, if the title is one commonly used for officers of a business corporation formed under the New York Business Corporation Law, the assignment of such title shall constitute the delegation to such person of the authorities and duties that are normally associated with that office. Any delegation pursuant to this Section 15 may be revoked at any time by the Member. The Officers appointed by the Member from time to time shall be listed on Schedule B attached hereto. The Member may revise Schedule B in its sole discretion at any time.

16. Other Business. The Member may engage in or possess an interest in other business ventures (unconnected with the Company) of every kind and description, independently or with others. The Company shall not have any rights in or to such independent ventures or the income or profits therefrom by virtue of this Agreement.

17. Exculpation and Indemnification. No Member or Officer shall be liable to the Company, or any other person or entity who has an interest in the Company, for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Member or Officer in good faith on behalf of the Company and in a, manner reasonably believed to be within the scope of the authority conferred on such Member or Officer by this Agreement,

except that a Member or Officer shall be liable for any such loss, damage or claim incurred by reason of such Member's or Officer's willful misconduct. To the fullest extent permitted by applicable law, a Member or Officer shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Member or Officer by reason of any act or omission performed or omitted by such Member or Officer in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Member or Officer by this Agreement, except that no Member or Officer shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Member or Officer by reason of willful misconduct with respect to such acts or omissions; provided, however, that any indemnity under this Section 17 shall be provided out of and to the extent of Company assets only, and no Member shall have personal liability on account thereof.

18. Assignments.

a. A Member's entire interest in the Company (the "Membership Interest") is transferable either voluntarily or by operation of law. The Member may sell, assign, convey, exchange, mortgage, pledge, grant, hypothecate or transfer all or a portion of such Member's Membership Interest. In the event of the transfer of less than all of such Member's Membership Interest, the transferee shall become a member of the Company on such terms and condition as such member, the applicable Member and the Company shall agree upon. In the event of the transfer of the Member's entire Membership Interest, the transferee shall succeed to all the Member's rights under this Agreement. Upon the transfer of the Member's Membership Interest, the transferee shall become a member of the Company upon the completion of the transfer without further action.

b. Without limiting any of the forgoing, upon the sale, transfer or other disposition of any Member's entire Membership Interest pursuant to any pledge thereof to any lender (or any agent, trustee or other representative for any lender or group of lenders), the transferee of such Membership Interest shall become a member of the Company and shall acquire all right, title and interest of the Member in the Company, including all rights under this Agreement, and the Member shall be withdrawn as a member of the Company hereunder and shall have no further right, title or interest in the Company or under this Agreement.

19. Resignation. A Member may resign from the Company with the written consent of the Member. If a Member is permitted to resign pursuant to this Section, an additional member shall be admitted to the Company, subject to Section 20, upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective immediately prior to the resignation, and, immediately following such admission, the resigning Member shall cease to be a member of the Company.

20. Admission of Additional Members. One (1) or more additional members of the Company may be admitted to the Company with the written consent of the Member.

21. Dissolution.

a. The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (i) the written consent of the Member, (ii) at any time there are no Members of the Company, unless the business of the Company is continued in a manner permitted by the Act, or (iii) the entry of a decree of judicial dissolution under Section 34-702 of the Act.

b. The bankruptcy of the Member will not cause the Member to cease to be member of the Company and upon the occurrence of such an event, the business of the Company shall continue without dissolution.

c. In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied in the manner, and in the order of priority, set forth in Section 34-704 of the Act.

22. Separability of Provisions. Each provision of this Agreement shall be considered separable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement which are valid, enforceable and legal.

23. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original of this Agreement.

24. Entire Agreement. This Agreement constitutes the entire agreement of the Member with respect to the subject matter hereof.

25. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of New York (without regard to conflict of laws principles), all rights and remedies being governed by said laws.

26. Amendments. This Agreement may not be modified, altered, supplemented or amended except pursuant to a written agreement executed and delivered by the Member.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Agreement as of the 22nd day of July, 2005.

The Sole Member:

New England Waste Services of N.Y., Inc

/s/ John W. Casella
John W. Casella,
Vice President and Secretary

Exhibit A

Member: New England Waste Services of N.Y., Inc.

25 Greens Hill Lane
Rutland, Vermont 05701

Exhibit B

President: James W. Bohlig

Vice President and Secretary: John W. Casella

Vice President and Treasurer: Richard A. Norris

Exhibit 3.35

Filed
Date Filed: 08/18/2005
Effective Date: 08/18/2005
Business ID: 542706
William M. Gardner
Secretary of State

STATE OF NEW HAMPSHIRE

Fee for Form SRA: $50.00
Filing fee: $50.00
Total fees $100.00

Fo

RSA 304-C:12

Use black print or type.
Leave 1" margins both sides.
Form must be single-sided, on 8 1/2" x 11" paper and have one inch margins on both sides. Double sided copies will not be accepted.

CERTIFICATE OF FORMATION
NEW HAMPSHIRE LIMITED LIABILITY COMPANY

THE UNDERSIGNED, UNDER THE NEW HAMPSHIRE LIMITED LIABILITY COMPANY LAWS SUBMITS THE FOLLOWING CERTIFICATE OF FORMATION:

FIRST: The name of the limited liability company is Colebrook Landfill LLC.

SECOND: The nature of the primary business or purposes are Waste Management.

THIRD: The name of the limited liability company's registered agent is Corporation Service Company d/b/a Lawyers Incorporating Service and the **street address,** town/city (including zip code and post office box, if any) of its registered office is (agent's business address) 14 Centre Street, Concord, New Hampshire 03301.

FOURTH: The latest date on which the limited liability company is to dissolve is Perpetual.

FIFTH: The management of the limited liability company is not vested in a manager or managers.

Dated August 16, 2005

*Signature: /s/ John W. Casella
Print or type name: John W. Casella, VP/Secretary of New England Waste Services, Inc.
Title: Member

* Must be signed by a **manager**; if no manager, must be sign [ILLEGIBLE]

State of New Hampshire
Form LLC 1 - Certificate of Formation 2 Page(s)

T0523031039

Exhibit 3.36

LIMITED LIABILITY COMPANY AGREEMENT

OF

COLEBROOK LANDFILL LLC

This Limited Liability Company Agreement (this "Agreement") of Colebrook Landfill LLC is entered into by New England Waste Services, Inc., a Vermont corporation (the "Member").

The Member, by execution of this Agreement, hereby agrees to form and carry on a limited liability company pursuant to and in accordance with the New Hampshire Limited Liability Company Act (P28 R.S.A. 304-A:1, et. seq.), as amended from time to time (the "Act"), and hereby agrees as follows:

1. The name of the limited liability company formed hereby is Colebrook Landfill LLC, (the "Company").

2. Certificates. John W. Casella, as an authorized person within the meaning of the Act, shall execute, deliver and file the Articles of Organization with the Secretary of State of the State of New Hampshire. Upon the filing of the Articles of Organization with the Secretary of State of the State of New Hampshire, his powers as an authorized person shall cease and the Member shall thereafter be designated as an authorized person within the meaning of the Act. The Member or an Officer shall execute, deliver and file any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business.

3. Purpose. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, engaging in any lawful act or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary, convenient, desirable or incidental to the foregoing.

4. Powers. In furtherance of its purposes the Company (i) shall have and exercise all powers necessary, convenient or incidental to accomplish its purposes as set forth in Section 3 and (ii) shall have and exercise all of the powers and rights conferred upon limited liability companies formed pursuant to the Act, including, without limitation, the power to:

a. acquire by purchase, lease, contribution of property or otherwise, own, hold, sell, convey, transfer or dispose of any real or personal property which may be necessary, convenient or incidental to the accomplishment of the purpose of the Company;

b. act as a trustee, executor, nominee, bailee, director, officer, agent or in some other fiduciary capacity for any person or entity and to exercise all of the powers, duties, rights and responsibilities associated therewith;

c. take any and all actions necessary, convenient or appropriate as trustee, executor, nominee, bailee, director, officer, agent or other fiduciary, including the granting or approval of waivers, consents or amendments of rights or powers relating thereto and the execution of appropriate documents to evidence such waivers, consents or amendments; consents or amendments of rights or powers relating thereto and the execution of appropriate documents to evidence such waivers, consents or amendments;

d. operate, purchase, maintain, finance, improve, own, sell, convey, assign, mortgage, lease or demolish or otherwise dispose of any real or personal property which may be necessary, convenient or incidental to the accomplishment of the purposes of the Company;

e. borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Company, and secure the same by mortgage, pledge or other lien on the assets of the Company;

f. invest any funds of the Company pending distribution or payment of the same pursuant to the provisions of this Agreement;

g. prepay in whole or in part, refinance, recast, increase, modify or extend any indebtedness of the Company and, in connection therewith, execute any extensions, renewals or modifications of any mortgage or security agreement securing such indebtedness;

h. enter into, perform and carry out contracts of any kind, including, without limitation, contracts with any person or entity affiliated with the Member, necessary to, in connection with, convenient to, or incidental to the accomplishment of the purposes of the Company;

i. employ or otherwise engage employees, managers, contractors, advisors, attorneys and consultants and pay reasonable compensation for such services;

j. enter into partnerships, limited liability companies, trusts, associations, corporations or other ventures with other persons or entities in furtherance of the purposes of the Company; and

k. do such other things and engage in such other activities related to the foregoing as may be necessary, convenient or incidental to the conduct of the business of the Company, and have and exercise all of the powers and rights conferred upon limited liability companies formed pursuant to the Act.

5. Principal Business Office. The principal business office of the Company shall be located at such location as may hereafter be determined by the Member.

6. Registered Office. The address of the registered office of the Company in the State of New Hampshire is 14 Centre Street, Concord, New Hampshire 03301.

7. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of New Hampshire is Corporation Service Company d/b/a Lawyers Incorporating Service.

8. Members. The name and the mailing address of the Member is set forth on Schedule A attached hereto.

9. Limited Liability. Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts,

obligations and liabilities of the Company, and the Member shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a member of the Company.

10. Capital Contributions. The Member is deemed admitted as the Member of the Company upon its execution and delivery of this Agreement. The Member will contribute the amount of United States Dollars to the Company as listed on Schedule A attached hereto.

11. Additional Contributions. The Member is not required to make any additional capital contribution to the Company. However, a Member may make additional capital contributions to the Company with the written consent of the Member.

12. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

13. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make a distribution to any Member on account of its interest in the Company if such distribution would violate the Act or other applicable law.

14. Management. In accordance with Section 304-C:31 of the Act, management of the Company shall be vested in the Member. The Member shall have the power to do any and all acts necessary, convenient or incidental to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of New Hampshire. The Member has the authority to bind the Company.

15. Officers. The Member may, from time to time as it deems advisable, appoint officers of the Company (the "Officers") and assign in writing titles (including, without limitation, President, Vice President, Secretary, and Treasurer) to any such person. Unless the Member decides otherwise, if the title is one commonly used for officers of a business corporation formed under the New Hampshire Limited Liability Company Act, the assignment of such title shall constitute the delegation to such person of the authorities and duties that are normally associated with that office. Any delegation pursuant to this Section 15 may be revoked at any time by the Member. The Officers appointed by the Member from time to time shall be listed on Schedule B attached hereto. The Member may revise Schedule B in its sole discretion at any time.

16. Other Business. The Member may engage in or possess an interest in other business ventures (unconnected with the Company) of every kind and description, independently or with others. The Company shall not have any rights in or to such independent ventures or the income or profits therefrom by virtue of this Agreement.

17. Exculpation and Indemnification. No Member or Officer shall be liable to the Company, or any other person or entity who has an interest in the Company, for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Member or Officer in good faith on behalf of the Company and in a, manner reasonably believed to be within the scope of the authority conferred on such Member or Officer by this Agreement,

except that a Member or Officer shall be liable for any such loss, damage or claim incurred by reason of such Member's or Officer's willful misconduct. To the fullest extent permitted by applicable law, a Member or Officer shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Member or Officer by reason of any act or omission performed or omitted by such Member or Officer in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Member or Officer by this Agreement, except that no Member or Officer shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Member or Officer by reason of willful misconduct with respect to such acts or omissions; provided, however, that any indemnity under this Section 17 shall be provided out of and to the extent of Company assets only, and no Member shall have personal liability on account thereof.

18. Assignments.

a. A Member's entire interest in the Company (the "Membership Interest") is transferable either voluntarily or by operation of law. The Member may sell, assign, convey, exchange, mortgage, pledge, grant, hypothecate or transfer all or a portion of such Member's Membership Interest. In the event of the transfer of less than all of such Member's Membership Interest, the transferee shall become a member of the Company on such terms and condition as such member, the applicable Member and the Company shall agree upon. In the event of the transfer of the Member's entire Membership Interest, the transferee shall succeed to all the Member's rights under this Agreement. Upon the transfer of the Member's Membership Interest, the transferee shall become a member of the Company upon the completion of the transfer without further action,

b. Without limiting any of the forgoing, upon the sale, transfer or other disposition of any Member's entire Membership Interest pursuant to any pledge thereof to any lender (or any agent, trustee or other representative for any lender or group of lenders), the transferee of such Membership Interest shall become a member of the Company and shall acquire all right, title and interest of the Member in the Company, including all rights under this Agreement, and the Member shall be withdrawn as a member of the Company hereunder and shall have no further right, title or interest in the Company or under this Agreement.

19. Resignation. A Member may resign from the Company with the written consent of the Member. If a Member is permitted to resign pursuant to this Section, an additional member shall be admitted to the Company, subject to Section 20, upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective immediately prior to the resignation, and, immediately following such admission, the resigning Member shall cease to be a member of the Company.

20. Admission of Additional Members. One (1) or more additional members of the Company may be admitted to the Company with the written consent of the Member.

21. Dissolution.

a. The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (i) the written consent of the Member, (ii) at any time there are no Members of the Company, unless the business of the Company is continued in a manner permitted by the Act, or (iii) the entry of a decree of judicial dissolution under Section 304-C:51 of the Act.

b. The bankruptcy of the Member will not cause the Member to cease to be member of the Company and upon the occurrence of such an event, the business of the Company shall continue without dissolution.

c. In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied in the manner, and in the order of priority, set forth in Section 34- C:58 of the Act.

22. Separability of Provisions. Each provision of this Agreement shall be considered separable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement which are valid, enforceable and legal.

23. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original of this Agreement.

24. Entire Agreement. This Agreement constitutes the entire agreement of the Member with respect to the subject matter hereof.

25. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of New Hampshire (without regard to conflict of laws principles), all rights and remedies being governed by said laws.

26. Amendments. This Agreement may not be modified, altered, supplemented or amended except pursuant to a written agreement executed and delivered by the Member.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Agreement as of the 22nd day of July, 2005.

The Sole Member:

New England Waste Services, Inc.

/s/ John W. Casella
John W. Casella,
Vice President and Secretary

Exhibit A

Member: New England Waste Services, Inc.

25 Greens Hill Lane
Rutland, Vermont 05701

Exhibit B

President: James W. Bohlig

Vice President and Secretary: John W. Casella

Vice President: Douglas R. Casella

Vice President and Treasurer: Richard A. Norris

Exhibit 3.38

LIMITED LIABILITY COMPANY AGREEMENT

OF

CWM ALL WASTE LLC

This Limited Liability Company Agreement (this "Agreement") of CWM All Waste LLC is entered into by Casella Waste Management, Inc., a Vermont corporation (the "Member").

The Member, by execution of this Agreement, hereby forms a limited liability company pursuant to and in accordance with the New Hampshire Limited Liability Company Act (28 R.S.A. 304-A:1, et seq.), as amended from time to time (the "Act"), and hereby agrees as follows:

1. Name. The name of the limited liability company formed hereby is CWM All Waste LLC (the "Company").

2. Certificates. John W. Casella, as an authorized person within the meaning of the Act, shall execute, deliver and file the Certificate of Formation with the Secretary of State of the State of New Hampshire. Upon the filing of the Certificate of Formation with the Secretary of State of the State of New Hampshire, his powers as an authorized person shall cease and the Member shall thereafter be designated as an authorized person within the meaning of the Act. The Member or an Officer shall execute, deliver and file any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business.

3. Purpose. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, engaging in any lawful act or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary, convenient, desirable or incidental to the foregoing.

4. Powers. In furtherance of its purposes the Company (i) shall have and exercise all powers necessary, convenient or incidental to accomplish its purposes as set forth in Section 3 and (ii) shall have and exercise all of the powers and rights conferred upon limited liability companies formed pursuant to the Act, including, without limitation, the power to:

a. acquire by purchase, lease, contribution of property or otherwise, own, hold, sell, convey, transfer or dispose of any real or personal property which may be necessary, convenient or incidental to the accomplishment of the purpose of the Company;

b. act as a trustee, executor, nominee, bailee, director, officer, agent or in some other fiduciary capacity for any person or entity and to exercise all of the powers, duties, rights and responsibilities associated therewith;

c. take any and all actions necessary, convenient or appropriate as trustee, executor, nominee, bailee, director, officer, agent or other fiduciary, including the granting or approval of waivers, consents or amendments of rights or powers relating thereto and the execution of appropriate documents to evidence such waivers, consents or amendments;

d. operate, purchase, maintain, finance, improve, own, sell, convey, assign, mortgage, lease or demolish or otherwise dispose of any real or personal property which may be necessary, convenient or incidental to the accomplishment of the purposes of the Company;

e. borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Company, and secure the same by mortgage, pledge or other lien on the assets of the Company;

f. invest any funds of the Company pending distribution or payment of the same pursuant to the provisions of this Agreement;

g. prepay in whole or in part, refinance, recast, increase, modify or extend any indebtedness of the Company and, in connection therewith, execute any extensions, renewals or modifications of any mortgage or security agreement securing such indebtedness;

h. enter into, perform and carry out contracts of any kind, including, without limitation, contracts with any person or entity affiliated with the Member, necessary to, in connection with, convenient to, or incidental to the accomplishment of the purposes of the Company;

i. employ or otherwise engage employees, managers, contractors, advisors, attorneys and consultants and pay reasonable compensation for such services;

j. enter into partnerships, limited liability companies, trusts, associations, corporations or other ventures with other persons or entities in furtherance of the purposes of the Company; and

k. do such other things and engage in such other activities related to the foregoing as may be necessary, convenient or incidental to the conduct of the business of the Company, and have and exercise all of the powers and rights conferred upon limited liability companies formed pursuant to the Act.

5. Principal Business Office. The principal business office of the Company shall be located at such location as may hereafter be determined by the Member.

6. Registered Office. The address of the registered office of the Company in the State of New Hampshire is c/o CT Corporation System, 9 Capitol Street, Concord, New Hampshire 03301.

7. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of New Hampshire is CT Corporation System.

8. Members. The name and the mailing address of the Member is set forth on Schedule A attached hereto.

9. Limited Liability. Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a member of the Company.

10. Capital Contributions. The Member is deemed admitted as the Member of the Company upon its execution and delivery of this Agreement. The Member will contribute the amount of United States Dollars to the Company as listed on Schedule A attached hereto.

11. Additional Contributions. The Member is not required to make any additional capital contribution to the Company. However, a Member may make additional capital contributions to the Company with the written consent of the Member.

12. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

13. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make a distribution to any Member on account of its interest in the Company if such distribution would violate the Act or other applicable law.

14. Management. In accordance with Section 304-C:31 of the Act, management of the Company shall be vested in the Member. The Member shall have the power to do any and all acts necessary, convenient or incidental to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of New Hampshire. The Member has the authority to bind the Company.

15. Officers. The Member may, from time to time as it deems advisable, appoint officers of the Company (the "Officers") and assign in writing titles (including, without limitation, President, Vice President, Secretary, and Treasurer) to any such person. Unless the Member decides otherwise, if the title is one commonly used for officers of a business corporation formed under the New Hampshire Business Corporation Act, the assignment of such title shall constitute the delegation to such person of the authorities and duties that are normally associated with that office. Any delegation pursuant to this Section 15 may be revoked at any time by the Member. The Officers appointed by the Member from time to time shall be listed on Schedule B attached hereto. The Member may revise Schedule B in its sole discretion at any time.

16. Other Business. The Member may engage in or possess an interest in other business ventures (unconnected with the Company) of every kind and description, independently or with others. The Company shall not have any rights in or to such independent ventures or the income or profits therefrom by virtue of this Agreement.

17. Exculpation and Indemnification. No Member or Officer shall be liable to the Company, or any other person or entity who has an interest in the Company, for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Member or Officer in good faith on behalf of the Company and in a manner reasonably believed

to be within the scope of the authority conferred on such Member or Officer by this Agreement, except that a Member or Officer shall be liable for any such loss, damage or claim incurred by reason of such Member's or Officer's willful misconduct. To the fullest extent permitted by applicable law, a Member or Officer shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Member or Officer by reason of any act or omission performed or omitted by such Member or Officer in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Member or Officer by this Agreement, except that no Member or Officer shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Member or Officer by reason of willful misconduct with respect to such acts or omissions; provided, however, that any indemnity under this Section 17 shall be provided out of and to the extent of Company assets only, and no Member shall have personal liability on account thereof.

18. Assignments.

a. A Member's entire interest in the Company (the "Membership Interest") is transferable either voluntarily or by operation of law. The Member may sell, assign, convey, exchange, mortgage, pledge, grant, hypothecate or transfer all or a portion of such Member's Membership Interest. In the event of the transfer of less than all of such Member's Membership Interest, the transferee shall become a member of the Company on such terms and condition as such member, the applicable Member and the Company shall agree upon. In the event of the transfer of the Member's entire Membership Interest, the transferee shall succeed to all the Member's rights under this Agreement. Upon the transfer of the Member's Membership Interest, the transferee shall become a member of the Company upon the completion of the transfer without further action.

b. Without limiting any of the forgoing, upon the sale, transfer or other disposition of any Member's entire Membership Interest pursuant to any pledge thereof to any lender (or any agent, trustee or other representative for any lender or group of lenders), the transferee of such Membership Interest shall become a member of the Company and shall acquire all right, title and interest of the Member in the Company, including all rights under this Agreement, and the Member shall be withdrawn as a member of the Company hereunder and shall have no further right, title or interest in the Company or under this Agreement.

19. Resignation. A Member may resign from the Company with the written consent of the Member. If a Member is permitted to resign pursuant to this Section, an additional member shall be admitted to the Company, subject to Section 20, upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective immediately prior to the resignation, and, immediately following such admission, the resigning Member shall cease to be a member of the Company.

20. Admission of Additional Members. One (1) or more additional members of the Company may be admitted to the Company with the written consent of the Member.

21. Dissolution.

a. The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (i) the written consent of the Member, (ii) at any time there are no Members of the Company, unless the business of the Company is continued in a manner permitted by the Act, or (iii) the entry of a decree of judicial dissolution under Section 304-C:51 of the Act.

b. The bankruptcy of the Member will not cause the Member to cease to be a member of the Company and upon the occurrence of such an event, the business of the Company shall continue without dissolution.

c. In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied in the manner, and in the order of priority, set forth in Section 304-C:58 of the Act.

22. Separability of Provisions. Each provision of this Agreement shall be considered separable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement which are valid, enforceable and legal.

23. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original of this Agreement.

24. Entire Agreement. This Agreement constitutes the entire agreement of the Member with respect to the subject matter hereof.

25. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of New Hampshire (without regard to conflict of laws principles), all rights and remedies being governed by said laws.

26. Amendments. This Agreement may not be modified, altered, supplemented or amended except pursuant to a written agreement executed and delivered by the Member.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Agreement as of the 24th day of April, 2003.

Casella Waste Management, Inc.

By: /s/ John W. Casella
Name: John W. Casella
Title: Vice President

Schedule A

to CWM All Waste LLC Limited Liability Company Agreement

MEMBER

Name	Mailing Address	Agreed Value of Capital Contribution	Percentage Interest
Casella Waste Management, Inc.	25 Greens Hill Lane Rutland, VT 05702		100%

Schedule B

to CWM All Waste LLC Limited Liability Company Agreement

Name	Title

Exhibit 3.44

LIMITED LIABILITY COMPANY AGREEMENT

OF

GROUNDCO LLC

This Limited Liability Company Agreement (this "Agreement") of GroundCo LLC is entered into by New England Waste Services of N.Y., Inc., a New York corporation (the "Member").

The Member, by execution of this Agreement, hereby forms a limited liability company pursuant to and in accordance with the New York Limited Liability Company Law (NY CLS 34-101, et seq.), as amended from time to time (the "Act"), and hereby agrees as follows:

1. Name. The name of the limited liability company formed hereby is GroundCo LLC (the "Company").

2. Certificates. John W. Casella, as an authorized person within the meaning of the Act, shall execute, deliver and file the Articles of Organization with the Secretary of State of the State of New York. Upon the filing of the Articles of Organization with the Secretary of State of the State of New York, his powers as an authorized person shall cease and the Member shall thereafter be designated as an authorized person within the meaning of the Act. The Member or an Officer shall execute, deliver and file any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business.

3. Purpose. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, engaging in any lawful act or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary, convenient, desirable or incidental to the foregoing.

4. Powers. In furtherance of its purposes the Company (i) shall have and exercise all powers necessary, convenient or incidental to accomplish its purposes as set forth in Section 3 and (ii) shall have and exercise all of the powers and rights conferred upon limited liability companies formed pursuant to the Act, including, without limitation, the power to:

a. acquire by purchase, lease, contribution of property or otherwise, own, hold, sell, convey, transfer or dispose of any real or personal property which may be necessary, convenient or incidental to the accomplishment of the purpose of the Company;

b. act as a trustee, executor, nominee, bailee, director, officer, agent or in some other fiduciary capacity for any person or entity and to exercise all of the powers , duties , rights and responsibilities associated therewith;

c. take any and all actions necessary, convenient or appropriate as trustee, executor, nominee, bailee, director, officer, agent or other fiduciary, including the granting or approval of waivers, consents or amendments of rights or powers relating thereto and the execution of appropriate documents to evidence such waivers, consents or amendments;

d. operate, purchase, maintain, finance, improve, own, sell , convey, assign, mortgage, lease or demolish or otherwise dispose of any real or personal property which may be necessary, convenient or incidental to the accomplishment of the purposes of the Company;

e. borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Company, and secure the same by mortgage, pledge or other lien on the assets of the Company;

f. invest any funds of the Company pending distribution or payment of the same pursuant to the provisions of this Agreement;

g. prepay in whole or in part, refinance, recast, increase, modify or extend any indebtedness of the Company and, in connection therewith, execute any extensions, renewals or modifications of any mortgage or security agreement securing such indebtedness;

h. enter into, perform and Carry out contracts of any kind , including, without limitation, contracts with any person or entity affiliated with the Member, necessary to, in connection with, convenient to, or incidental to the accomplishment of the purposes of the Company;

i. employ or otherwise engage employees, managers, contractors, advisors, attorneys and consultants and pay reasonable compensation for such services;

j. enter into partnerships, limited liability companies, trusts, associations, corporations or other ventures with other persons or entities in furtherance of the purposes of the Company; and

k. do such other things and engage in such other activities related to the foregoing as may be necessary, convenient or incidental to the conduct of the business of the Company, and have and exercise all of the powers and rights conferred upon limited liability companies formed pursuant to the Act.

5. Principal Business Office. The principal business office of the Company shall be located at such location as may hereafter be determined by the Member.

6. Registered Office. The address of the registered office of the Company in the State of New York is c/o CT Corporation System, 111 Eighth Avenue, New York, New York 10011.

7. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of New York is CT Corporation System.

8. Members. The name and the mailing address of the Member is set forth on Schedule A attached hereto.

9. Limited Liability. Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a member of the Company.

10. Capital Contributions. The Member is deemed admitted as the Member of the Company upon its execution and delivery of this Agreement. The Member will contribute the amount of United States Dollars to the Company as listed on Schedule A attached hereto.

11. Additional Contributions. The Member is not required to make any additional capital contribution to the Company. However, a Member may make additional capital contributions to the Company with the written consent of the Member.

12. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

13. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make a distribution to any Member on account of its interest in the Company if such distribution would violate the Act or other applicable law.

14. Management. In accordance with Section 34-401 of the Act, management of the Company shall be vested in the Member. The Member shall have the power to do any and all acts necessary, convenient or incidental to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of New York. The Member has the authority to bind the Company.

15. Officers. The Member may, from time to time as it deems advisable, appoint officers of the Company (the "Officers") and assign in writing titles (including, without limitation, President, Vice President, Secretary, and Treasurer) to any such person. Unless the Member decides otherwise, if the title is one commonly used for officers of a business corporation formed under the New York Business Corporation Law, the assignment of such title shall constitute the delegation to such person of the authorities and duties that are normally associated with that office. Any delegation pursuant to this Section 15 may be revoked at any time by the Member. The Officers appointed by the Member from time to time shall be listed on Schedule B attached hereto. The Member may revise Schedule B in its sole discretion at any time.

16. Other Business. The Member may engage in or possess an interest in other business ventures (unconnected with the Company) of every kind and description, independently or with others. The Company shall not have any rights in or to such independent ventures or the income or profits therefrom by virtue of this Agreement.

17. Exculpation and Indemnification. No Member or Officer shall be liable to the Company, or any other person or entity who has an interest in the Company, for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Member or Officer in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Member or Officer by this Agreement,

except that a Member or Officer shall be liable for any such loss, damage or claim incurred by reason of such Member's or Officer's willful misconduct. To the fullest extent permitted by applicable law, a Member or Officer shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Member or Officer by reason of any act or omission performed or omitted by such Member or Officer in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Member or Officer by this Agreement, except that no Member or Officer shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Member or Officer by reason of willful misconduct with respect to such acts or omissions; provided, however, that any indemnity under this Section 17 shall be provided out of and to the extent of Company assets only, and no Member shall have personal liability on account thereof.

18. Assignments.

a. A Member's entire interest in the Company (the "Membership Interest") is transferable either voluntarily or by operation of law. The Member may sell, assign, convey, exchange, mortgage, pledge, grant, hypothecate or transfer all or a portion of such Member's Membership Interest. In the event of the transfer of less than all of such Member's Membership Interest, the transferee shall become a member of the Company on such terms and condition as such member, the applicable Member and the Company shall agree upon. In the event of the transfer of the Member's entire Membership Interest, the transferee shall succeed to all the Member's rights under this Agreement. Upon the transfer of the Member's Membership Interest, the transferee shall become a member of the Company upon the completion of the transfer without further action.

b. Without limiting any of the forgoing, upon the sale, transfer or other disposition of any Member's entire Membership Interest pursuant to any pledge thereof to any lender (or any agent, trustee or other representative for any lender or group of lenders), the transferee of such Membership Interest shall become a member of the Company and shall acquire all right, title and interest of the Member in the Company, including all rights under this Agreement, and the Member shall be withdrawn as a member of the Company hereunder and shall have no further right, title or interest in the Company or under this Agreement.

19. Resignation. A Member may resign from the Company with the written consent of the Member. If a Member is permitted to resign pursuant to this Section, an additional member shall be admitted to the Company, subject to Section 20, upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective immediately prior to the resignation, and, immediately following such admission, the resigning Member shall cease to be a member of the Company.

20. Admission of Additional Members. One (1) or more additional members of the Company may be admitted to the Company with the written consent of the Member.

21. Dissolution.

a. The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (i) the written consent of the Member, (ii) at any time there are no Members of the Company, unless the business of the Company is continued in a manner permitted by the Act, or (iii) the entry of a decree of judicial dissolution under Section 34-702 of the Act.

b. The bankruptcy of the Member will not cause the Member to cease to be a member of the Company and upon the occurrence of such an event, the business of the Company shall continue without dissolution.

c. In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied in the manner, and in the order of priority, set forth in Section 34-704 of the Act.

22. Separability of Provisions. Each provision of this Agreement shall be considered separable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement which are valid, enforceable and legal.

23. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original of this Agreement.

24. Entire Agreement. This Agreement constitutes the entire agreement of the Member with respect to the subject matter hereof.

25. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of New York (without regard to conflict of laws principles), all rights and remedies being governed by said laws.

26. Amendments. This Agreement may not be modified, altered, supplemented or amended except pursuant to a written agreement executed and delivered by the Member.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Agreement as of the 17th day of October, 2003.

New England Waste Services of N.Y., Inc.

By: /s/ John W. Casella
Name: John W. Casella
Title: Vice President

Schedule A

to GroundCo LLC Limited Liability Company Agreement

MEMBER

Name	Mailing Address	Agreed Value of Capital Contribution	Percentage Interest
New England Waste Services of N.Y., Inc.	25 Greens Hill Lane Rutland, VT 05702		100%

Schedule B

to GroundCo LLC Limited Liability Company Agreement

Name	Title
James W. Bohlig	President
John W. Casella	Vice President and Secretary
Douglas R. Casella	Vice President
Larry B. Lackey	Vice President
Timothy A. Cretney	Vice President
Richard A. Norris	Vice President and Treasurer

Exhibit 3.77

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SECRETARY OF THE COMMONWEALTH
CORPORATIONS DIVISION

NEWS OF WORCESTER LLC
AMENDED AND RESTATED CERTIFICATE OF ORGANIZATION

Pursuant to the provisions of the Commonwealth of Massachusetts Limited Liability Company Act (the "Act), the undersigned certifies the following:

1. Federal Employer and Massachusetts Jurisdictional Identification Numbers. The Federal Employer Identification Number of the limited liability company is 20-1970539. The Massachusetts Jurisdictional Identification Number is 000878271.

2. Name of the Limited Liability Company. The name of the limited liability company (the "LLC") is NEWS of Worcester LLC.

3. Office of the LLC. The address of the office of the LLC in the Commonwealth at which the LLC maintains its records in accordance with the Act is c/o Casella Waste Systems, Inc., 30 Nipp Napp Trail, Worcester, Massachusetts.

4. Date of Filing Original Certificate of Organization. The date of filing of the LLC's Certificate of Organization is October 7, 2004.

5. Business of the Limited Liability Company. The general character of the business of the LLC is to: (a) operate a recycling business and environmental park; (b) to own and utilize real estate and personal property; and (c) to otherwise engage in any lawful act or activity for which limited liability companies may be organized under Chapter 156C of the Massachusetts General Laws.

6. Date of Dissolution. The LLC shall have no fixed date upon which it shall dissolve.

7. Agent for Service of Process. The name and address of the resident agent for service of process for the LLC is CT Corporation Systems, 101 Federal Street, Boston, MA 02110.

8. Member. The name and business address of the sole Member of the LLC is as follows:

   Casella Waste Systems, Inc.
   25 Green Hill Lane
   Rutland, Vermont 05702-0866

9. Manager. The name and business address of the Manager of the LLC if as follows:

   Casella Waste Systems, Inc.
   25 Green Hill Lane
   Rutland, Vermont 05702-0866

10. Execution of Documents. Any person serving as a Member of the LLC is authorized to execute on behalf of the LLC any documents to be filed with the Secretary of State of the Commonwealth of Massachusetts.

11. Execution of Recordable Instruments. Any person serving as a Member of the LLC is authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property. The name and business address of each Member of the LLC as of the date hereof are specified in paragraph 8 above.

12. Amended Provisions. This Amended and Restated Certificate of Organization hereby amends, as set forth above, the following previous provisions:

FIRST: Federal Employer Identification Number. The Limited Liability Company's Federal Identification Number is: 20-1970539/000878271.

SECOND: Office of the LLC. The address of the office of the LLC in the Commonwealth at which the LLC maintains its records in accordance with the Act is c/o Mass. Environmental Associates, Inc., 30 Nipp Napp Trail, Worcester, Massachusetts, 01607.

THIRD: Manager. The name and business address of the Manager of the LLC if as follows:

Mass. Environmental Associates, Inc.
30 Nipp Napp Trail
Worcester, Massachusetts 01607

13. Effective Date. This Amended and Restated Certificate of Organization shall be effective at the time of its filing with the Secretary of the Commonwealth.

Duly executed in accordance with M.G.L. c. 156C, §19, on this 3rd day of March, 2006.

BY: /s/ James Bohlig
Casella Waste Systems, Inc., Manager
By Its President, James Bohlig

Exhibit 3.78

LIMITED LIABILITY COMPANY AGREEMENT

OF

NEWS OF WORCESTER LLC

a Massachusetts Limited Liability Company

Dated as of October 7, 2004

TABLE OF CONTENTS

NEWS OF WORCESTER LLC

LIMITED LIABILITY COMPANY AGREEMENT

THIS LIMITED LIABILITY COMPANY AGREEMENT of NEWS of Worcester LLC (the "LLC"), dated as of October 7,2004, by Casella Waste Systems, Inc., a Delaware corporation, as the sole Member of the LLC ("Casella", or the "Member"), and Mass. Environmental Associates, Inc., a Massachusetts corporation, as the sole Manager of the LLC ("MEA" or the "Manager").

ARTICLE I

DEFINITIONS

The following capitalized terms used in this Agreement shall have the respective meanings ascribed to them below:

"AAA" has the meaning given it in Section 9.05.

"Act" means the Massachusetts Limited Liability Company Act, as amended from time to time.

"Affiliate" means, with respect to any specified Person, (i) any Person that directly or indirectly controls, is controlled by, or is under common control with such specified Person or (ii) with respect to any specified Person who is an individual, any Person that is a member of the immediate family of the specified Person.

"Agreement" means this Limited Liability Company Agreement as it may be amended, supplemented or restated from time to time.

"Approved Budget" has the meaning given it in Section 6.03(c).

"Appointing Authority" has the meaning given it in Section 9.05.

"Acceptable Materials" means materials that may be delivered to and reused at the Landfill as part of the Project (as hereinafter defined), as permitted by the CAD, the Contract, and subsequent DEP approvals; such materials may include, but are not limited to, Soils and Fines and Residuals.

"Average Tipping Fees" means the average tipping fees for Soils placed at the Landfill as Acceptable Materials, calculated on a monthly basis.

"Budget" has the meaning given to it in Section 6.03(a).

"CAD" means the Corrective Action Design prepared by MEA and mutually agreed to by MEA and the Member, to be submitted to the DEP pertaining to the Project, including without limitation the closure and/or recapping of the Landfill.

"Capital Account" means a separate account maintained for the Member and adjusted in accordance with Treasury Regulations under Section 704 of the Code.

"Capital Contribution" means any contribution by the Member to the capital of the LLC.

"Casella" means Casella Waste Systems, Inc., a Delaware corporation.

"Casella Reserved Acceptable Materials" means up to 600,000 tons of Fines and Residuals for first 1.5 million cubic yards of the Project; and up to 300,000 tons for each 750,000 cubic yards of additional capacity approved.

"Certificate" means the Certificate of Organization of the LLC filed under and pursuant to the Act with the office of the Secretary of the State of the Commonwealth of Massachusetts, as it may, from time to time, be amended in accordance with the Act.

"City" means the City of Worcester, Massachusetts.

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Contract" means the Exclusive License and Access Agreement between MEA (as hereinafter defined) and the City, dated August 14, 2003, pertaining to the assessment, remediation, re-capping and closure of the Landfill, as it may be amended and in effect from time to time.

"DEP" means the Massachusetts Department of Environmental Protection, an agency of the Commonwealth of Massachusetts.

"Developments" has the meaning given it in Section 6.07.

"Fines and Residuals" means construction and demolition debris processed fines and residuals that meet the definition of "Acceptable Material" as defined in the Contract and that have been approved by DEP to be placed at the Landfill.

"Landfill" means the 100.8 acre landfill site situated off of Greenwood Street, Worcester, Massachusetts, as more specifically identified in the Contract.

"Landfill Capping" means the construction at the Landfill of the final impermeable cap, vegetative support and drainage materials, and associated stormwater drainage structures in accordance with applicable engineering designs and the performance standards set forth at 310 CMR 19.112.

"LLC" has the meaning given it in the introductory paragraph hereof.

"Manager" means MEA as of the date hereof.

"MEA" means Mass, Environmental Associates, Inc., a Massachusetts corporation, the initial sole Manager of the LLC.

"Member" means any Person executing this Agreement as of the date hereof as a member and any Person who becomes an additional, substitute or replacement Member as permitted by this Agreement, in each such Person's capacity as (and for the period during which such Person serves as) a Member of the LLC.

"Net Profits" and "Net Losses" mean the taxable income or loss, as the case may be, for a period as determined in accordance with Code Section 703(a) computed with such adjustments as are determined as appropriate by the Member.

"Permit" or "Permits" means one or more approvals issued by the DEP for each phase of the Project, as may be amended or modified from time to time by the DEP.

"Person" means any corporation, limited or general partnership, limited liability company, trust, unincorporated association, any other entity or organization, governmental agency, bureau, department or other body, or an individual.

"Project" has the meaning given it in Section 2.04.

"Soils" means all Acceptable Materials other than Fines and Residuals.

"Transfer" and any grammatical variation thereof shall refer to any sale, exchange, redemption, assignment, conveyance, license, sublicense, encumbrance, hypothecation, gift, pledge, grant of a security interest, or other transfer, disposition or alienation in any way (whether voluntarily, involuntarily or by operation of law). Transfer shall specifically include assignments and distributions resulting from death, incompetency, bankruptcy, insolvency, liquidation and dissolution.

ARTICLE II

GENERAL

2.01 ***Name of the LLC***. The name of the LLC is "NEWS of Worcester LLC". The LLC shall conduct business under such name or, upon compliance with applicable laws, any other name approved by the Member and MEA, The name of the LLC, and any other name under which the LLC does business, may be changed at any time or from time to time by the Member and MEA.

2.02 ***Office of the LLC; Agent for Service of Process***. The address of the registered office of the LLC in the Commonwealth of Massachusetts is 115 Washington Street, Holliston, Massachusetts 01746. The name and address of the resident agent for service of process on the LLC in the Commonwealth of Massachusetts is CT Corporation System, 101 Federal Street, Boston, MA 02110. With the prior written approval of MEA, the Member may establish places of business of the LLC within and without the Commonwealth of Massachusetts, as and when required by the LLC's business and in furtherance of its purposes set forth in Section 2.04 hereof, and the Member, with the prior written approval of MBA, may appoint agents for service of process in all jurisdictions in which the LLC shall conduct business. With the prior written approval of MEA, the Member may cause the LLC to change from time to time its resident agent for service of process, or the location of its registered office in the Commonwealth of Massachusetts.

2.03 ***Principal Office; Foreign Qualifications***. The initial principal office of the LLC shall be located at 25 Greens Hill Lane, Rutland, VT 05702-0866, which location may be changed at any time or from time to time by the Member. The Member shall cause to be filed such certificates and documents as may be necessary or appropriate to comply with the Act and any other applicable requirements for the operation of a limited liability company in accordance with the laws of any jurisdictions in which the LLC shall conduct business, and shall continue to do so for so long as the LLC conducts business therein; provided that the Member shall use its best efforts to provide the Manager with a copy of such certificates and documents prior to any such filing.

2.04 ***Purposes***. The general character of the business of the LLC is to undertake, operate and complete the cap repair project at the Greenwood Street Landfill (the "Landfill") located in Worcester, Massachusetts, and assess and potentially remediate the westerly portion of the Landfill (the ''Project"), pursuant to the provisions of this Agreement, and in compliance with the Contract.

2.05 ***Sole Member***. Casella is the sole Member of the LLC. Additional Members may be admitted to the LLC by express prior consent of the Member and, other than in the event of the admission of any entity which is a direct or indirect wholly-owned subsidiary of Casella, upon prior written notice to, and approval by, MEA.

2.06 ***Term***. The LLC commenced upon the effectiveness of the Certificate and shall have a perpetual existence, unless and until it is dissolved and terminated; provided, however, that the LLC may not be dissolved and its affairs wound up until the earlier to occur of (a) the release of the Landfill Capping obligations under the Performance Bond; (b) the election by Casella not to continue with the Project as set forth in Section 3.01 below; or (c) upon the written agreement of the Member and MEA.

2.07 ***Liability of Member***. Except as otherwise specified herein, including without limitation the payments or other financial or other similar obligations of the Member or the LLC hereunder, the liability of the Member for the losses, debts and obligations of the LLC shall be limited to its Capital Contributions; provided, however, that under applicable law, the Member may under certain circumstances be liable to the LLC to the extent of previous distributions made to it in the event that the LLC does not have sufficient assets to discharge its liabilities. Without limiting the foregoing, (i) the Member, in its capacity as a Member, shall not have any liability or obligation to restore any negative balance in its Capital Account, and (ii) the failure of the LLC to observe any formalities or requirements relating to the exercise of its powers or the management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on the Member for liabilities of the LLC.

2.08 ***No Partnership***. The LLC is not intended to be a general partnership, limited partnership or joint venture, and no Member or Manager shall be considered to be a partner or joint venturer of any other Member or Manager, and this Agreement shall not be construed to suggest otherwise.

2.09 ***Title to LLC Property; Assignment of Contract***. All property owned by the LLC, whether real or personal, tangible or intangible, shall be deemed to be owned by the LLC as an entity, and no Member, individually, shall have any ownership of such property. The LLC may hold any of its assets in its own name or in the name of its nominee, which nominee may be one or more trusts. Any property held by a nominee trust for the benefit of the LLC shall, for purposes of this Agreement, be treated as if such property were directly owned by the LLC.

MEA agrees to use commercially reasonable efforts to obtain all necessary approvals to have the Contract assigned to the LLC prior to the issuance of a Permit that allows reuse of Fines and Residuals at the Landfill, provided that the method of such efforts shall be determined in the sole discretion of MEA, and in connection therewith, all communications shall be made, and all actions taken, solely by MBA or its designated representatives or agents, MEA agrees that its commercially reasonable efforts shall include seeking to eliminate the last sentence of Section 8 of the Contract in connection with the assignment, and to obtain the consent of the City to the pledge by the LLC of a security interest in the Contract as provided in the following paragraph. Subject to the foregoing, the failure or inability of MEA to gain approval to have the Contract assigned to the LLC and/or to eliminate the last sentence of Section 8 of the Contract shall not be deemed a default by MEA for any purpose under this Agreement, and, subject to the Member's rights under Section 3.01(b) below, this Agreement and the obligations of the parties hereto shall continue in full force and effect regardless of whether the Contract has been assigned to the LLC by MEA.

If and to the extent that the Contract is assigned to the LLC by MEA, the Contract shall not be assigned or encumbered without the consent of MEA (provided that the LLC may grant a security interest in the Contract as security for its institutional debt obligations as may be outstanding from time to time); provided, however, that upon a finding of a material default by the Member or the LLC of its obligations to MEA hereunder (which such default has not been cured by the Member or the LLC within 20 days after written notice thereof by MEA to the Member and the LLC) by an arbitrator pursuant to Section 9.05 of this Agreement, the Contract automatically and without the need for any further action of the parties hereto shall be assigned to MEA, and any and all right, title or interest in and to the Contract shall revert to MEA, and any right, title or interest of the LLC or the Member in or to the Contract shall terminate and be of no further force or effect. In such an event, the LLC and the Member shall automatically be released from all obligations to MEA or the LLC, as the case may be, under this Agreement first arising after the date of such assignment to MEA (without limiting the liability of the LLC and the Member for the default). Upon a finding of a material default by MEA of its obligations to the Member or the LLC hereunder (which such default has not been cured by MEA within 20 days after written notice thereof by the LLC to MEA) by an arbitrator pursuant to Section 9.05 of this Agreement, all rights of MEA hereunder shall, at the written election of the LLC or the Member, cease from and after the date of such election, including with respect to any rights to payment hereunder, any rights to take action under the Contract, and any rights to consent or withhold consent to any action of the Member or the LLC, and MEA shall automatically be released from all obligations to the LLC and the Member under this Agreement first arising after the date of such termination of rights (without limiting the liability of MEA for the default).

2.10 ***Representations and Warranties***. Each Member and Manager hereby represents and warrants to each other and to the LLC, as of the date hereof, that:

(a) such Member or Manager is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and is duly qualified and in good standing as a foreign entity in each jurisdiction where the nature of its business requires such qualification;

(b) such Member or Manager has full power and authority to enter into this Agreement and to perform its obligations hereunder;

(c) the execution, delivery and performance of this Agreement has been duly authorized by all necessary action on the part of such Member or Manager;

(d) this Agreement has been duly executed and delivered by such Member or Manager;

(e) the authorization, execution, delivery and performance by such Member or Manager of this Agreement does not, in any material respect, (i) require any consent or approval of, or any notice to or filing with, any other Person (other than any consents, approvals, notices and filings obtained or made, as the case may be, as of or prior to the date hereof), or (ii) conflict with any other agreement or arrangement to which such Member or Manager is a party or by which it is bound; and

(f) this Agreement constitutes a valid, binding and enforceable agreement of such Member or Manager.

2.11 ***Representations of MEA***. MEA hereby represents and warrants to Casella and to the LLC, as of the dale hereof, that the Contract is in full force and effect and will not take any action so as to invalidate the Contract until the Contract is assigned to the LLC and is a legal, valid, binding and enforceable obligation of or against each party thereto. Neither MEA nor, to MEA's knowledge, the City, has breached or defaulted under the Contract, and there exists no condition or event which, after notice or lapse of time or both, would constitute any such breach or default MEA will use reasonable best efforts to fulfill all of its obligations under the Contract and will not consent to any amendment of the Contract without the prior written consent of the Member, which consent shall not be unreasonably withheld, conditioned or delayed.

2.12 ***Representations of Casella***. Casella represents and warrants that it is duly authorized to make, and can lawfully make, the Capital Contributions necessary to enable the LLC to make the payments more particularly described in Article III below and for the Member to perform each of its obligations set forth in this Agreement.

ARTICLE III

PAYMENTS BY THE LLC

3.01 ***Payments by the LLC***. The LLC and Casella shall be jointly and severally responsible for making the following payments:

(a) Initial Payment. On the date hereof, in consideration of MEA's commitment to use commercially reasonable efforts to assign the Contract to the LLC, the LLC shall pay MEA the amount of $500,000 ("Initial Payment");

(b) Continuation Payment. Within five business days following such time as (i) DEP issues the first Permit pursuant to the CAD providing for at least 600,000 tons of Fines and Residuals and (ii) the Contract is assigned to the LLC, in consideration of such assignment, the LLC shall pay to MEA the amount of $500,000 (the "Continuation Payment"). Notwithstanding the preceding sentence, the LLC may elect to waive such requirements by written notice to MEA and proceed with the Project, in which case, the LLC shall make the Continuation Payment. Alternately, if such Permit provides for less than 600,000 tons of Fines and Residuals and/or if the Contract is not assigned to the LLC, Casella and the LLC may elect, by written notice to MEA within 10 days, not to continue with the Project, in which case the LLC shall be dissolved and its affairs wound up, and neither Casella nor the LLC shall have any obligation to make the Continuation Payment or any other payments required by this Agreement, including any right to reuse Soils or Fines and Residuals.

If Casella and the LLC elect not to continue with the Project, then Casella and its Affiliates shall be entitled to dispose of up to 61,111 tons of Soils or 27,500 tons of Fines and Residuals, at no charge, at any one or more of MEA's projects located at the Landfill, Stoughton, Massachusetts or Wilmington, Massachusetts or at any other facility affiliated with MEA, in each case as such location or locations are determined by Casella. Notwithstanding the foregoing, if such capacity is not made available to Casella and its Affiliates on a timely basis, then MEA shall pay to Casella, within 60 days after notice thereof from Casella to MEA, an amount equal to $500,000 less a pro-rata amount for any capacity used at the Landfill by the LLC through the date of dissolution of the LLC, plus interest thereon at 5% per annum from the date hereof until such amount is paid in full.

(c) Management Fee. Within five business days following such time as the LLC makes the Continuation Payment to MEA and continuing on the corresponding day of each month thereafter until thirty-six (36) monthly payments have been made, the LLC shall pay MEA an aggregate of $73,263.89 per month (the "Management Fee").

(d) Tipping Fee. With respect to the first 1,200,000 tons of Soils received at the Landfill, in the event that Average Tipping Fees for any calendar month exceeds Nine Dollars ($9.00) per ton, the LLC shall pay to MEA 50% of such excess (multiplied by the total tons of Soils received at the Landfill during such month,) ("Excess Tipping Fee Revenue").

(e) Additional Capacity Revenue Payment. In the event that the LLC receives revenue from the reuse at the Landfill of Soils in excess of 1,200,000 tons or Fines and Residuals

in excess of 600,000 tons ("Additional Capacity"), the LLC shall pay 50% of such net revenues (net of operating costs, as definied in Section 3.01(g) below) to MEA ("Additional Capacity Revenue Payment"). Revenues associated with such Additional Capacity for Fines and Residuals shall be the actual third party rate and a deemed rate of $20 per ton for tons delivered by the LLC or its Affiliates.

(f) Engineering Fee. The LLC shall pay MEA a reasonable fee (based on market rates), as incurred, up to an aggregate amount of $1,000,000 for the Project, as designed to achieve the 600,000 tons of Fines and Residuals and 1.2 million tons of Soils, for all permitting, design and assessment services performed after the commencement of the Project (including associated engineering and legal and public relation fees) required in connection with the Project, (the "Engineering Fee"), as set forth in Exhibit 3.01(f), all of which services shall be provided by MEA hereunder. Subject to Section 3.02(c) below, in the event that the Engineering Fee exceeds $1,000,000, the LCC agrees to pay 100% of any such excess.

(g) Operating Fee. The LLC shall pay MEA a monthly operating fee to cover the operating costs of the Project reflected in the Budget, including the line items listed in the initial Budget attached hereto as Exhibit 6.03, up to a maximum aggregate amount of $1,550,000 per annum ($129,167 per month) ("Operating Fee"). Notwithstanding the foregoing, in the event that the Project proceeds without Fines and Residuals, the maximum annual amount of the Operating Fee to be paid by the LLC under this Section 3.01(g) of the Agreement will be reduced from $1,550,000 per annum to $1,200,000 per annum ($100,000 per month). Subject to Section 3.02(d) below, in the event that the Operating Fee exceeds such amounts, the LCC agrees to pay 100% of any such excess.

(h) Royalty Payments. The LLC shall pay the amount of any royalty payments to be made with respect to the Landfill, in an amount up to $1.25 per ton. Subject to Section 3.02(e) below, in the event that the Royalty Payments exceeds $1.25 per ton, the LCC agrees to pay 100% of any such excess.

(i) Capping Cost Payments. The LLC shall pay the costs associated with the Landfill Capping ("Capping Cost Payments"), up to a maximum of $4,800,000 plus $160,000 per acre of closure required by the DEP in excess of 26 acres. Subject to Section 3.02(f) below, in the event that the Capping Cost Payments exceeds such amount, the LCC agrees to pay 100% of any such excess.

(j) Indemnification Payments. The LLC shall pay fifty percent (50%) of any indemnity cost as set forth in Section 6.06(c) of this Agreement.

3.02 ***Adjustments to Fees Payable***. The amounts payable by the LLC pursuant to Section 3.01 shall be subject to the following adjustments:

(a) In the event that the tonnage of Fines and Residuals from Casella is approved in any calendar month at the Landfill for less than 16,666 tons, the LLC shall reduce any payments in Sections 3.01(c), (d) and (e) owed by the LLC to MEA under this Agreement by an amount equal to (A) 16,666 minus the number of tons of Fines and Residuals actually received, multiplied by (B) $6.33.

(b) Tipping Fees. With respect to the first 1,200,000 tons of Soils received at the Landfill, in the event that Average Tipping Fees for any calendar month are less than Nine Dollars ($9.00) per ton, the LLC shall reduce any payments in Sections 3.01(c), (d) and (e) owed by the LLC to MEA under this Agreement in the amount of 50% of such shortfall (multiplied by the total tons received at the Landfill during such month).

(c) Excess/Reduced Engineering Fees. To the extent that the Engineering Fee exceeds $1,000,000, MEA shall pay to the LLC 50% of such excess fees. To the extent that the Engineering Fee is less than $1,000,000, the LLC and MEA shall share the amount of the savings on 50/50 basis.

(d) Excess/Reduced Operating Fee. To the extent that the Operating Fee for any month exceed the applicable amount for such month set forth in Section 3.01(g), MEA shall pay to the LLC 50% of such excess costs. At the end of the Project, to the extent that the Operating Fee is less than the applicable maximum aggregate amounts set forth in Section 3.01(g) above, the LLC and MEA shall share the amount of the savings on 50/50 basis.

(e) Excess/Reduced Royalty Payments. In the event that royalty payments exceed $1.25 per ton, MEA shall pay 50% of such excess. To the extent that the Royalty Payments are less than $1.25 per ton, the LLC and MEA shall share the amount of the savings on 50/50 basis.

(f) Excess/Reduced Capping Cost Payments. MEA shall pay 50% of any Capping Costs in excess of $4,800,000 plus $160,000 per acre of closure required by the DEP in excess of 26 acres. To the extent that the Capping Cost Payments are less than $4,800,000 plus $160,000 per acre of closure required by the DEP in excess of 26 acres, the LLC and MEA shall share the amount of the savings on 50/50 basis.

(g) Indemnification Payments. MEA shall pay fifty percent (50%) of any indemnity cost as set forth in Section 6.06(c) of this Agreement.

3.03 ***Performance Bond Costs***. The LLC shall provide, and pay the costs associated with, a performance bond ox other financial assurance mechanism required by the City and/or DEP pursuant to the Contract ("Performance Bond Costs") in such face amount(s), up to $1,500,000 in the aggregate for the Project, as may be required by the City and DEP in connection with the Project, the cost of which is included in the operating cost budget described in Section 6.03. In the event the Performance Bond Costs exceed such maximum amount, the exceedance shall be an Operating Fee subject to Section 3.02(d) above.

3.04 ***Right of Set-off***. MEA hereby agrees that any amounts which may be payable by the LLC to MEA under Section 3.01 (other than Sections 3.01(a), (b), (f) and (g) thereof, may be set off against any amounts owed by MEA pursuant to this Agreement. Each year the LLC will perform a true-up of each month's transactions to determine whether the reductions in payments (including as a result of the set-offs) were sufficient to meet the adjustments set forth above. In the event that any years' cumulative adjustment is negative, it will be carried forward to the next year and will continue as an on-going adjustment to payments in subsequent years.

At the completion of the Project, if this adjustment remains negative, then MEA will refund such amount to the LLC to be applied to closure and any remaining obligations of the LLC.

3.05 ***Payment Timing***. Except as expressly provided in this Article III, any payments to be made by either party to the other under this Article III shall be made within fifteen (15) days following the month in which Acceptable Materials are received at the Landfill.

ARTICLE IV

DISTRIBUTIONS

4.01 ***Distributions***. All distributions by the LLC, whether in cash or in kind, shall be made to the Member.

ARTICLE V

ALLOCATION OF NET PROFITS AND NET LOSSES

5.01 ***Net Profits and Net Losses***. All Net Profits and Net Losses of the LLC for any year (or other fiscal period) shall be allocated to the Member.

ARTICLE VI

MANAGEMENT

6.01 ***Management by Manager***.

(a) Manager Authority. The LLC shall, to the extent expressly set forth in this Agreement, be managed by the Manager, which shall, to such extent, have the exclusive power and authority to manage the business and affairs of the LLC and to make all decisions with respect to the LLC; provided, however, that the Manager shall not take any action that is inconsistent with the specific authority given to the Manager, as described in Section 6.02 (Project Authority). Except with respect to the Project Authority expressly granted to the Manager or the Member, all other Project Authority and other power and authority of the LLC shall be exercised by the mutual agreement of the Manager and the Member. Decisions made or actions taken by the Manager in accordance with the foregoing and with the other provisions of this Agreement shall constitute decisions or actions by the LLC and shall be binding on the LLC. In performing its responsibilities hereunder, including its Project Authority, the Manager shall act in good faith in the best interests of the LLC and its Member.

(b) Designation of Manager. The Manager of the LLC shall at all times be MEA.

(c) Casella Operations Officer. To improve the efficiency of communications between the Member and the Manager, specifically with respect to the general performance of the Project, the Member shall designate an individual who will be the "Casella Operations Officer." The Casella Operations Officer shall be designated within 14 days after the execution

of this Agreement. The precise role and authority of the Casella Operations Officer shall be determined by the Member. The Member may remove and replace the Casella Operations Officer at any time upon written notice to MEA.

6.02 ***Project Authority.*** The Manager and Member may fully exercise their respective designated Project Authority independently without the consent of the other party; provided, however, that the Manager and Member must each exercise its Project Authority in strict conformity with the Approved Budget and all other provisions of this Agreement. Project Authority is hereby designated as follows:

(a) Manager. The Manager shall be obligated to take the following actions on behalf of the LLC, and in connection therewith, shall have all power and authority necessary to fully perform, or cause its Affiliate to perform, such obligations, except as expressly set forth in this Agreement:

(i) All necessary permitting, design and assessment services (including associated engineering and legal fees) required in connection with the Project;

(ii) Day-to-day operation of the Project; provided, however, that (A) in performing the foregoing, no capital equipment costing more than $5,000 may be purchased without the Member's or Casella Operation Officer's written consent if not previously reflected in the Approved Budget; and (B) the performance of the Landfill Capping shall not be within the Project Authority of MEA and shall be specifically retained by the Member; provided, however, that MEA shall perform all engineering services related to the Landfill Capping subject to Casella's right to review personnel and based on market rates (such services being included within the term "Landfill Capping" and the costs thereof being included in the term "Capping Cost Payments"), and MEA and the LLC shall mutually prepare the bid specifications and contracts for the Landfill Capping, and shall mutually design and implement the contractor bidding and selection process for the Landfill Capping, and MEA shall have a right of first refusal (which shall be exercised in writing by MEA to the LLC within 10 days following the completion of the bid process) to be selected to perform the closure obligations pursuant to a separate agreement on the terms set forth in the bid specifications.

(iii) All interaction and communication with the City, and with residents of the City, particularly with such residents who reside in close proximity to the Landfill; provided, however, that the foregoing shall not preclude the Member from interacting or communicating with the City after consultation between the Manager and Member; and

(iv) Acting as agent for purposes of sourcing, for reuse and placement of Acceptable Materials at the Project, all of the permitted capacity of the Landfill, other than Casella Reserved Acceptable Materials which such Casella Reserved Acceptable Materials have not been released in writing by Casella to MEA (such amount of Acceptable Materials to be arranged by MEA, the "Available Capacity"). In so acting as agent, MEA shall use commercially reasonable efforts

to achieve a tipping fee for all Soils of at least Nine Dollars ($9.00) per ton and a tipping fee for all Fines and Residuals of at least Twenty Dollars ($20.00) per ton. Notwithstanding the foregoing, Casella shall have the right to act as an additional agent for the Project (and the Member shall have all Project Authority solely with respect to the sourcing of such Soils) if (A) MEA has not brought into the Project sufficient Soils to meet any DEP-required ratios (taking into account the Fines and Residuals being reused at the Project); or (B) MEA has not brought into the Project sufficient Soils to allow for a commencement of Landfill Capping not later than the first anniversary of the date Acceptable Materials are first accepted for reuse at the Project, or for completion of such Landfill Capping not later than the third anniversary of the date Acceptable Materials are first accepted for reuse at the Project.

(v) All other obligations required of MEA under the Contract to the extent not expressly reserved to the Member hereunder;

(vi) Notwithstanding the provisions of Section 6.02(a)(iv), if MEA, without the prior written consent of the Member, causes Acceptable Materials to be delivered to the Project in amounts which result in Casella having to redirect any of the Casella Reserved Acceptable Materials (which such redirected amounts could otherwise have been brought into the Landfill under then-issued Permits), then MEA shall pay Casella's reasonable diversion cost as liquidated damages.

(b) Member. The Member (but not the Casella Operations Officer) shall have all power and authority necessary to fully perform the following obligations, and to exercise the following rights, of the Member independently and without consent of the Manager:

(i) The obligation, set forth in Section 3.03 above, to provide the Performance Bond or other financial assurance mechanism required by DEP and the City in the face amount(s) required by DEP and the City;

(ii) The sole right, but not the obligation, to deliver to the Landfill up to an aggregate maximum of the Casella Reserved Acceptable Materials, at a Upping fee of $20 per ton; and

(iii) The obligation to fund and perform the Landfill Capping in accordance with approved closure plans, subject to the terms set forth in Section 6.02(a)(ii) hereof.

6.03 ***Budget.***

(a) For each of the LLC's fiscal years (or portions thereof) for so long as the LLC continues in existence hereunder, the Member and MEA shall collectively adopt an annual operating budget, a capital expenditure budget, and a business plan and operational plan, (collectively, the "Budget") in accordance with the provisions of Section 6.03(b) through (d) below. The initial Budget of the LLC is set at $1,550,000 annually and is attached hereto as Exhibit 6.03 and made a part hereof.

(b) Each Budget shall be approved by the Member and MEA not more than 30 days prior to the commencement of the fiscal year of the LLC covered by the relevant Budget. Each proposed Budget shall be in substantially the same form as Exhibit 6.03 and shall include and set forth:

(i) a proposed detailed operating budget and capital budget for the next fiscal year of the LLC, including line items and schedules of each aspect of the activities of the LLC, projected income, expenditures and expenses of the LLC, and all other direct costs of the LLC, including all estimated costs and expenses of the LLC in connection with (A) the operation of the Project; (B) the Landfill Capping; (C) Royalty Payments; and (D) all other anticipated LLC liabilities, as well as a reserve for contingencies;

(ii) projections as to any and all cash requirements and/or financing needs for the next fiscal year of the LLC, including detailed schedules of the amounts and timing of such cash requirements and any anticipated financing proceeds; and

(iii) such supporting documents as may reasonably be requested by the Member or MEA for purposes of verifying the accuracy, appropriateness and reasonableness of the particular Budget submitted, all in such detail as the Member or MEA may reasonably request.

Each proposed Budget shall contain sufficient information and detail so as to fairly advise the Member and MEA as to its contents and to permit the Member and MEA to make informed decisions regarding the same.

(c) Any proposed Budget, as initially submitted or revised, that is approved by the Member and MEA, shall be deemed to have been approved by and for the LLC and MEA for all purposes hereof and shall thereafter constitute the "Approved Budget" for the fiscal year of the LLC in question. Until a proposed Budget becomes an Approved Budget as set forth above, the LLC's business shall continue to be managed and operated in accordance with the last Approved Budget until a new Budget is approved by the Member and MEA as set forth above, and such last Approved Budget shall be deemed to be the Approved Budget for the fiscal year in question until a new Budget is approved therefor.

(d) MEA may, at any time, prepare and submit (or cause to be prepared and submitted) to the Member any proposed amendments or modifications to the Approved Budget then in effect, in a format consistent therewith, together with a detailed explanation thereof and reasons therefor. If (and to the extent) approved by the Member and MEA, such amendments shall be incorporated into and become part of the Approved Budget for the remainder of the LLC's fiscal year in question (and all references herein to an Approved Budget shall be deemed, where appropriate, to be references to such Approved Budget as modified by any amendment thereof approved by the Member and MEA).

6.04 ***Binding the LLC.*** All deeds, leases, contracts, bonds, notes, checks, drafts or other obligations to be made, accepted or endorsed by the LLC, as any of the foregoing shall be approved by the Manager and/or the Member in accordance with the provisions of this Agreement, shall be signed by the Member.

6.05 ***Landfill Gas-to-Energy Project.***

(a) To the extent that such rights are available to MEA or the LLC pursuant to the Contract or otherwise (and the Member and MEA agree to use commercially reasonable efforts to procure such rights), Casella shall have the right to develop, either alone or with third parties, a landfill gas-to-energy program at the Project. To the extent permitted by law, Casella shall allocate to MEA 50% of any tax credits under Sections 29 and 45 of the Code (and their successor provisions) obtained by Casella, its Affiliates or the LLC directly arising from any such landfill gas-to-energy program at the Landfill. To the extent such allocation of such tax credits to MEA is not permitted by law, Casella shall pay to MEA the cash equivalent of 50% of the tax benefit actually realized by Casella from any such tax credits within thirty days following the filing of any tax return claiming any or all of such available tax credits. Any such program shall not be a part of the Project, and the LLC (or MEA, as applicable) shall use commercially reasonable efforts to cause all landfill gas from the Landfill to be supplied to Casella at no charge. To the extent that Casella or its Affiliates seek to obtain engineering services from a third-party within the expertise of MEA specifically limited to the site-specific development of any such gas-to-energy program at the Project, Casella shall give MEA a right of first refusal to perform such services on the terms set forth in the bid specifications prepared by Casella with respect to such services. Such right of first refusal shall be exercised within 20 days after delivery of the bid specification package to MEA.

6.06 ***Exculpation: Standards of Conduct: Indemnification.***

(a) No (i) Member or Manager, (ii) stockholder, director, officer, member, manager, partner, agent, representative, employee or Affiliate of a Member or Manager, or (iii) officer of the LLC (each such person, an "Exculpated Person") shall have any liability to the LLC or to any other Person who is a Member or Manager for any loss suffered by the LLC or such other Person which arises out of any action or inaction by such Exculpated Person if such Exculpated Person so acted or omitted to act in the good faith belief that such course of conduct was in, or was not opposed to, the best interests of the LLC and such course of conduct did not constitute a default under this Agreement or gross negligence or willful misconduct of such Exculpated Person.

(b) Subject to the provisions of Section 6.06(a), the Member's and the Manager's respective obligations to each other and to the LLC shall be carried out by the Member and the Manager in good faith and with ordinary prudence and in a manner characteristic of business persons in similar circumstances. The Member and the Manager acknowledge and agree that the relationship between them is, to the maximum extent permissible under the Act, contractual in nature and not fiduciary. Accordingly, pursuant to Section 8(b) of the Act, the Member and the Manager agree that to the maximum extent permissible under the Act, (i) the Member's and Manager's fiduciary and any other similar duties and obligations to the LLC or any other Member or Manager (if any) shall be eliminated (or, if complete elimination of such duties and obligations is deemed to be not permissible under the Act, then

reduced to the maximum extent permissible) hereby, and (ii) no Member or Manager shall have any fiduciary or any other similar duties or obligations to any other Person by virtue of the Member's or Manager's execution or performance of the terms of this Agreement (or, if complete elimination of such duties and obligations is deemed to be not permissible under the Act, then such duties and obligations shall be reduced to the maximum extent permissible), except as may be otherwise expressly provided herein.

(c) Pursuant to Sections 3.01(j) and 3.02(g) of this Agreement, each Exculpated Person and the LLC (each, an "Indemnified Person") shall be indemnified against any losses, judgments, liabilities, expenses and amounts paid in settlement of any claims sustained by such Indemnified Person with respect to actions taken by it in the performance of its duties under this Agreement; provided, however, that no indemnification shall be provided for any Exculpated Person' or the LLC with respect to any matter as to which such person shall have been adjudicated in any proceeding (i) not to have acted in the good faith belief that the relevant action was in, or was not opposed to, the best interests of the LLC or (ii) to have been in default of this Agreement. Without limiting the foregoing, such indemnification shall include payment of expenses incurred in defending a civil or criminal action or proceeding in advance of the final disposition of such action or proceeding, upon receipt of an undertaking by the relevant Indemnified Person to repay such payment if such Indemnified Person shall be adjudicated not to be entitled to indemnification under this Section 6.06, Any indemnification to be provided hereunder may be provided although the Indemnified Person to be indemnified is no longer serving in the capacity giving rise to such Indemnified Person's right to indemnification hereunder.

(d) Notwithstanding the foregoing, no Indemnified Person shall be indemnified for any losses, liabilities or expenses to the extent (but only to the extent) such indemnification is prohibited by applicable law.

6.07 ***Intellectual Property Rights.***

(a) The LLC and MEA hereby agree that the LLC and MEA shall own an equal and undivided interest in and joint title to any resulting copyright and patent rights ("Intellectual Property Rights") which are made and conceived by the LLC or MEA in the performance of the Project. Each of the LLC and MEA agrees to assign and does hereby assign to each other a joint ownership interest, without duty to account, in and to all discoveries, inventions, improvements, enhancements, processes, methods, techniques, developments, software, and works of authorship, whether patentable or not, which are created, made, conceived or reduced to practice by it or under its direction or jointly with others in the performance of the Project (all of which are collectively referred to in this Agreement as "Developments"). However, this paragraph 6.07(a) shall exclude Developments which were not specifically first made, conceived or reduced to practice at the Project, which are and shall remain the property of the original owner thereof. Such exclusion includes any intellectual property rights relating to any gas-to-energy project as may be developed at the Landfill, which shall be owned exclusively by the LLC and Casella.

(b) Except as expressly provided herein or in the Agreement, neither Member will have any obligation to the other to account for or share any profits or other benefits that it may realize from the development of the Intellectual Property Rights.

6.08 ***Insurance.*** MEA shall, in accordance with the Budget, procure and maintain on behalf of the LLC all necessary insurance for the Project, including without limitation, liability and workers' compensation insurance, in such amounts as is jointly agreed by the Member and MEA, the cost of which shall be reflected in the Approved Budget, except that the MBA and the LLC shall each pay 100% of any of their respective costs for any required worker's compensation insurance. Prior to the opening of the Landfill, MEA shall deliver to the Member a certificate of insurance evidencing all agreed upon coverage. Such insurance coverage shall evidence the LLC and the Member as additional insured entities and shall provide for written notification to the Member by the insurer not less than 30 days prior to cancellation, expiration or modification.

ARTICLE VII

FISCAL MATTERS; INFORMATION

7.01 ***Financial and Other Reports; Audit Right.*** The LLC and the Manager shall keep true, accurate and complete financial records, including all relevant back-up detail, relating to the Contract, the Project and the LLC, and shall maintain such records for not less than such period or periods as may be required by any applicable laws and regulations, but in no event less than a period ending two years after release of the Landfill Capping obligations under the Performance Bond. The LLC and the Manager, shall prepare or cause to be so prepared, in each case at the LLC's expense, such financial and other reports as are reasonably necessary to verify the amounts paid or to be paid pursuant to the terms of this Agreement, including without limitation the amounts set forth in Article III hereof.

In addition, the LLC and the Manager shall have the right on a quarterly basis to audit the financial records of the LLC or the Manager upon not less than three business days' advance notice at the offices of the respective LLC or Manager or at such other location as may be reasonably agreed by the parties. This right will survive for one year following the final payment made or due to be made pursuant to this Agreement, including without limitation any payment made or due to be made following the termination or expiration of the Contract. If any such audit discloses a shortfall in the amounts actually paid to the Manager, the amount of such shortfall shall be paid by the respective party within five days after the completion of the audit. The costs of any such audit shall be shared evenly between the LLC and the Manager.

7.02 ***Fiscal Year.*** The fiscal year of the LLC shall end on December 31 of each year.

7.03 ***Confidentiality.*** Unless otherwise determined in writing by the Member and the Managers, each of the Member and the Managers (each, a "Receiving Party") shall hold in strict confidence any information it receives regarding the LLC, its business or the business of the other Person who is a Member or Manager (or their respective Affiliates) (each, a "Disclosing Party"), whether such information is received from the LLC, any other Member or its Affiliates, or another Person; provided, however, that such restrictions shall not apply to:

(a) information that is or becomes available to the public generally without breach of this Section 7.02;

(b) disclosures which are, in the opinion of the Receiving Party after consultation with counsel and (to the extent not prohibited by law) the Disclosing Party, required to be made by applicable laws and regulations, stock exchange requirements or requirements of the Nasdaq National Market or the National Association of Securities Dealers, Inc.;

(c) disclosures required to be made pursuant to an order, subpoena or legal process;

(d) disclosures to officers, directors, or employees of such Receiving Party (or its Affiliates) and to auditors, counsel, and other professional advisors to such Persons or to the LLC (provided, however, that such Persons have a need to know and have been informed of the confidential nature of the information, and, in any event, the Receiving Party shall be liable for any failure by such Persons to abide by the provisions of this Section 7.02); or

(e) disclosures in connection with any litigation or dispute among the Member and MEA;

and provided further that any disclosure pursuant to clause (b), (c), (d) or (e) of this sentence shall be made subject only to such procedures as the Receiving Party making such disclosure determines in good faith are reasonable and appropriate in the circumstances, taking into account the need to maintain the confidentiality of such information and the availability, if any, of procedures under laws, regulations, subpoenas, or other legal process and following notification and consultation with the Disclosing Party. Each Receiving Party acknowledges that disclosure of information in violation of the provisions of this Section 7.02 would cause irreparable harm to the Disclosing Party for which monetary damages are inadequate, difficult to compute, or both. Accordingly, each Receiving Party agrees that its obligations under this Section 7.02 may be enforced by specific performance and that breaches or prospective breaches of this Section 7.02 may be enjoined.

ARTICLE VIII

TRANSFERS OF INTERESTS IN LLC AND MANAGER

8.01 ***General Restrictions on Transfer.*** The Member may not Transfer all or any part of its interest in the LLC (including the interest of an assignee within the meaning of Section 36 of the Act) to any Person except with the prior written approval of MEA, the granting or denying of which approval shall be in MEA's sole and absolute discretion; provided, however, that the Member may pledge its interest in the LLC as security for its debt obligations as may be outstanding from time to time. MEA may not assign its rights under this Agreement or, prior to such time as the LLC makes the Continuation Payment, undergo any change of control, except with the prior written approval of the Member, the granting or denying of which approval shall be in the Member's sole and absolute discretion. Any Transfer, assignment or change of control in contravention of the foregoing sentence or any other provision of this Agreement shall be null and void and ineffective for the intended purpose, and shall not bind, or be recognized by, the

Member or MEA affected hereby, and any transferee or assignee in such transaction shall not be or be treated as or deemed to be a Member or Manager (or an assignee of any interest therein) for any purpose. If the Member or MEA shall at any time attempt or purport any such Transfer, assignment or change of control in contravention of any of the provisions of this Agreement, then MEA or the Member, as the case may be, shall, in addition to all rights and remedies at law and equity, be entitled to a decree or order restraining and enjoining such transaction, and the offending Member or MEA, as the case may be, shall not plead in defense thereto that there would be an adequate remedy at law, it being expressly hereby acknowledged and agreed that damages at law would be an inadequate remedy for a breach or threatened breach of the provisions of this Agreement concerning such transactions.

ARTICLE IX

MISCELLANEOUS PROVISIONS

9.01 ***Notices.*** All notices and other communications hereunder shall be (i) in writing, (ii) delivered (a) personally, by facsimile (receipt confirmed) or reputable overnight delivery service providing a receipt for delivery, and addressed, if to the LLC (or a specified officer thereof), at the LLC's principal office, and if to the Member or MEA, at the last address of record on the books of the LLC, with copies of such notices sent to the last address for the recipient which is known to the sender, if different from the address so specified, or (b) by e-mail or similar electronic means, but only with confirmation by one or more methods permitted under clause (ii)(a) of this sentence, and (iii) and shall be considered delivered and effective upon receipt (with respect to notices given pursuant to clause (ii)(b) of this sentence, upon receipt of the confirmation required thereby) by the party so notified.

9.02 ***Word Meanings; Schedules.*** The words such as "herein," "hereinafter," "hereof," and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires. The word "including" (and grammatical variations thereof) shall be construed to mean "including, without limitation" (and grammatical variations thereof), and shall not be interpreted so as to imply exclusivity or comprehensive listing, unless the context otherwise requires. The singular shall include the plural and the masculine gender shall include the feminine and neuter, and vice versa, unless the context otherwise requires. References to Articles, Sections and Schedules shall be construed as references to the Articles and Sections of, and the Schedules to, this Agreement, in each case unless the context otherwise requires. All such Schedules shall be deemed to be, and constitute, an integral part hereof for all purposes.

9.03 ***Binding Provisions.*** Subject to the restrictions on Transfers, assignments and changes in control set forth herein, the covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the parties hereto, their heirs, legal representatives, successors and assigns.

9.04 ***Applicable Law.*** This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, including the Act, as interpreted by the courts of Massachusetts, notwithstanding any rules regarding choice of law to the contrary.

9.05 ***Arbitration.***

(a) The Member and MEA agree that any and all legal disputes, controversies or claims arising out of or relating to any provision of this Agreement, or the enforcement, interpretation or breach hereof (other than any dispute, controversy or claim with respect to which this Agreement provides for injunctive relief, which relief may be obtained without reference to this Section 9.05) shall be resolved by agreement between the Member and MEA or, if notice is given by either the Member or MEA as provided below and the matter is not settled within 30 days thereafter, by reference to arbitration in accordance with the Commercial Arbitration Rules, as amended from time to time, of the American Arbitration Association (the "AAA") and the following provisions; provided, however, that the provisions of this Section 9.05 shall prevail in the event of any conflict with such Rules. Each of the Member and MEA (each, a "Disputing Party") shall, within 30 days after the giving of notice by one Disputing Party to the other Disputing Party of its desire to refer the matter in dispute to arbitration, appoint one arbitrator, and both of the arbitrators so appointed shall, within 20 days after the second of their respective appointments, then appoint a third arbitrator as a neutral and impartial arbitrator, and the third arbitrator so appointed, acting singly, shall constitute the arbitration panel. If either Disputing Party fails to appoint its arbitrator within said 30-day period, the other Disputing Party may petition the office of the AAA whose jurisdiction includes the principal place of business of the LLC (the "Appointing Authority") for appointment of such arbitrator, and the Disputing Parties shall be bound by the selection of the Appointing Authority. If the two arbitrators so appointed fail to agree on a third arbitrator, either Disputing Party may petition the Appointing Authority for appointment of said third arbitrator, and the Disputing Party shall be bound by the selection of the Appointing Authority. If any person appointed as arbitrator shall die, fail to act, resign, become disqualified, or be removed by the Person appointing him before his responsibilities hereunder are fulfilled, the Person who appointed him shall, within 15 days after such death, failure to act, resignation, disqualification or removal, appoint a substitute arbitrator. If such substitute appointment is not made within 15 days, any Disputing Party may petition the Appointing Authority for appointment of such substitute arbitrator, and such appointment shall be binding on the Disputing Parties. Any such arbitration proceedings shall be held in Boston, Massachusetts. The arbitration panel may consult with and engage disinterested third parties, including attorneys, accountants and other consultants, to advise the panel. The written decisions and conclusions of the arbitration panel with respect to the matters referred to them pursuant hereto (but solely with respect to such matters) shall be final and binding on the Disputing Parties, and the parties hereby waive any and all rights of appeal, except that said written decision may be confirmed or enforced by any court having jurisdiction upon application of any party to the arbitration proceeding. The costs and expenses inclined in the course of such arbitration shall be borne by the parly against whose favor the decisions and conclusions of the arbitration panel are rendered; provided, however, that, if the arbitration panel determines that its decisions are not rendered wholly against the favor of any one party, the arbitration panel shall be authorized to apportion such costs and expenses in a matter that it deems fair and just in light of the merits of the dispute and its resolution.

9.06 ***Counterparts.*** This Agreement may be executed in several counterparts and as so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all of the parties have not signed the same counterpart.

9.07 ***Separability of Provisions.*** Each provision of this Agreement shall be considered separable. To the extent that any provision of this Agreement is prohibited or ineffective under the Act, this Agreement shall be considered amended to the smallest degree possible in order to make the Agreement effective under the Act (and, if the Act is subsequently amended or interpreted in such manner as to make effective any provision of this Agreement that was formerly rendered invalid, such provision shall automatically be considered to be valid from the effective date of such amendment or interpretation).

9.08 ***Article and Section Titles.*** Article and section titles are included herein for descriptive purposes only and shall not control or alter the meaning of this Agreement as set forth in the text.

9.09 ***Amendments.*** This Agreement may be amended or modified upon the joint written consent of the Member and the Manager.

9.10 ***No Third Party Beneficiaries.*** The provisions of this Agreement are not intended to be for the benefit of any creditor (other than a Member or Manager who is a creditor) or other Person (other than a Member or Manager or an officer of the LLC in his capacity as such) to whom any debts, liabilities or obligations are owed by (or who otherwise has any claim against) the LLC, the Manager or the Member, and no such creditor or other Person shall obtain any rights under this Agreement or shall, by reason of this Agreement, make any claim in respect of any debt, liability or obligation (or otherwise) against the LLC or the Member. Notwithstanding the foregoing, each Exculpated Person that is not a party to this Agreement shall be deemed to be an express third party beneficiary of this Agreement for all purposes relating to such Person's indemnification and exculpation rights hereunder.

9.11 ***Publicity.*** Unless required by law, The Member and Manager shall not make, or cause to be made, any press release or public announcement in respect of this Agreement or the Project, or otherwise communicate with any news media, without the prior written consent of the other, and the Member and Manager shall cooperate as to the timing and content of any such press release or public announcement.

9.12 ***Entire Agreement.*** This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter. The Member and MEA hereby further agree that the Member and MEA shall be entitled to rely on the provisions of this Agreement, and neither the Member nor MEA shall be liable to the LLC or the Member or MEA for any action or refusal to act taken in good faith reliance on the terms of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Member and the Manager have executed this Agreement as of the date first above written.

MEMBER:

CASELLA WASTE SYSTEMS, INC.

By: /s/ James W Bohlig

Name: James W Bohlig

Title: President

MANAGER:

MASS ENVIRONMENTAL ASSOCIATES, INC.

By: _____

Patrick J. Hannon, President

IN WITNESS WHEREOF, the Member and the Manager have executed this Agreement as of the date first above written.

MEMBER:

CASELLA WASTE SYSTEMS, INC.

By: /s/ James W Bohlig

Name: James W Bohlig

Title: President

MANAGER:

MASS ENVIRONMENTAL ASSOCIATES, INC.

By: /s/ Patrick J. Hannon
Patrick J. Hannon, President

Examiner

[ILLEGIBLE]

The Commonwealth of Massachusetts
OFFICE OF THE MASSACHUSETTS SECRETARY OF STATE
MICHAEL J. CONNOLLY, Secretary
ONE ASHBURTON PLACE, BOSTON, MASS. 02106
ARTICLES OF ORGANIZATION
(Under G.L. Ch. 156B)
Incorporators

NAME **POST OFFICE ADDRESS**

Include given name in full in case of natural persons; in case of a corporation, give state of Incorporation

Mark Paulino — 109 Bartholomew Street, Peabody, MA

The above-named incorporator(s) do hereby associate (themselves) with the intention of forming a corporation under the provisions of General Laws, Chapter 156B and hereby state(s):

1. The name by which the corporation shall be known is: **87 146069**

   REGIONAL WASTE SERVICES, INC.

2. The purpose for which the corporation is formed is as follows:

   See Section 2A attached hereto and incorporated herein by reference.

Name Approved

C ☐
P ☒
M ☐
R.A. ☐

Note: If the space provided under any article or item on this form is insufficient, additions shall be set forth on separate 8 1/2 x 11 sheets of paper leaving a left hand margin of at least **[ILLEGIBLE]** inch for binding. Additions to more than one article **[ILLEGIBLE]**, be continued **[ILLEGIBLE]** single sheet so long as each article requiring each such addition is clearly indicated.

10
P.C.

NOTE: ONCE DOCUMENT IS ACCEPTED AND FILED, CHANGES MUST BE BY AMENDMENT OR CERTIFICATE OF CHANGE ONLY! DO NOT USE PHOTOCOPIES - ORIGINALS ONLY WILL BE ACCEPTED FOR FILING

3. The total number of shares and the par value, if any, of each class of stock within the corporation is authorized as follows:

	WITHOUT PAR VALUE	WITH PAR VALUE		
CLASS OF STOCK	NUMBER OF SHARES	NUMBER OF SHARES	PAR VALUE	AMOUNT
Preferred				$
Common		150,000	$ 0.10	$15,000.00

*4. If more than one class is authorized, a description of each of the different classes of stock with, if any, the preferences. voting powers, qualifications, special or relative rights or privileges as to each class thereof and any series now established

None

*5. The restrictions if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are as follows:

See Section 5A attached hereto and incorporated herein by reference

*6. Other lawful provisions if any, for the conduct and regulation of business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or stockholders, or of any class of stockholders

See Section 6A attached hereto and incorporated herein by reference.

* If there are no provisions state “None”.

SECTION 2A

To conduct a corporate business for the purpose of rendering services of any and all types, nature and description having to do with: establishing, owning, buying, selling, operating and managing waste hauling and waste disposal companies and related entities, owning, leasing, operating and managing landfills, transfer stations, incinerators and any other facilities used in connection with waste hauling and waste disposal, owning, leasing and operating equipment, trucks, machines and other vehicles used in conjunction with waste hauling and waste disposal, in general to carry on the business of incidental to or usual to such business, to do all the foregoing business at wholesale or retail, to acquire, hold, buy, sell, lease and convey real estate for the purposes of the business, to buy, acquire, control, hold and dispose of shares of stock, bonds and other evidences of indebtedness of corporations and stock companies and to pay for the same in cash or in property or by the issuance of thereto all the rights, powers and privileges of ownership and to exercise all voting powers thereon, to do all things incidental, necessary and appurtenant to the accomplishment of the foregoing business.

And to do any and all things of a like or similar nature of every description without exception in order to develop and operate said business, including but not limited to, promoting, marketing and advertising the various services and products of the corporation.

To purchase, hold and reissue shares of its own capital stock.

To enter into transactions and incur such indebtedness as may be necessary or incidental to the business of the corporation with any persons, corporations, cities, towns or states.

To purchase or otherwise acquire, to hold, own, mortgage, sell, erect, maintain, operate, lease, convey or otherwise dispose of real or personal property of every class and description in any state in the Union, incidental to the business.

To build, construct, erect, purchase, lease, hire, exchange for or otherwise return to account, to sell, convey, mortgage, or otherwise dispose of any real estate or personal property, including the stock of this corporation, and to pay therefor or accept in payment thereof, either wholly or partially any property or rights, shares, bonds or other obligations, society or body politic, and to exercise in respect to all such property, rights, shares, bonds or other obligations of this or any other corporation, person, firm, association, society or body politic all the rights, powers and privileges of individual owners thereof.

To hire and employ agents, servants and employees, and to enter into agreements of employment and collective bargaining agreements, and to act as agent, contractor, trustee, factor or otherwise, either alone or in company of others.

To let concessions to others to do any of the things that this corporation is empowered to do, and to enter into, make, perform and carry out, contracts and arrangements of every kind and character with any person, firm, association or corporation, or any government or authority or subdivision or agency thereof.

To subscribe for, purchase, invest in, hold, own, assign, pledge, and otherwise dispose of shares of capital stock, bonds, mortgages, debentures, notes and other securities, obligations, contracts, and evidences of indebtedness of corporations, including for the purpose of constructing, owning, operating or leasing and of corporations engaged in a like or similar business and corporations whose funds are or may be invested in the shares of stock, bonds, or other securities, of any corporations of the character herein before described, to exercise, in respect to any such shares of stocks, bonds, and other securities corporations, any and all rights, powers and privileges of individual membership, including the right to vote, issue bonds and other obligations for proper corporate purposes, and to do any and all acts and things tending to increase the value of the property at any time held, to purchase, acquire, hold, transfer, and dispose of stocks, bonds, and mortgages, notes or other evidences of indebtedness, of any person or corporation, and to issue, execute, deliver in exchange therefor its stocks, bonds or mortgages, notes and other obligations, and to do all such other things helpful to the objects herein set forth.

To carry on any lawful business whatsoever that this corporation may deem proper or convenient in connection with any of the foregoing purposes or otherwise, or that it may deem calculated, directly or indirectly, to improve the interests of this corporation, and to have and to exercise all powers conferred by the laws of the Commonwealth of Massachusetts on corporations formed under the laws pursuant to which and under which this corporation is formed, as such laws are now in effect or may at any time hereafter be amended, and to do any and all things hereinabove set forth to the same extant and as fully natural persons might or could do, either alone or in connection with other persons, firms, associations, partnerships, corporations and in any part of the world.

The foregoing statement of purposes shall be construed as a statement of both purposes and powers, shall be liberally construed in aid of the powers of this corporation, and the powers and purposes stated in each clause shall, except where otherwise stated, be in no way limited or restricted by any term

or provision or any other clause, and shall be regarded not only as independent purpose, but the purposes and powers stated shall be construed distributively as each object expressed, and the enumeration as to specific powers shall not be construed as to limit in any manner the aforesaid general powers but are in furtherance of, and in addition to and not in limitation of said general powers.

SECTION 5A

Any holder of stock, including the heirs, administrators or executors of deceased stockholder (or their successors in office), or any trustees in bankruptcy of a stockholder, assignee of a stockholder, or other officer having the right to deal with the said shares by operation of law, and any holder of stock for foreclosure of any pledge or hypothecation, desiring to sell, dispose of or transfer any of the stock owned by him, her or them, shall first offer the same to the corporation through its Board of Directors, in the following manner. He or she shall notify the corporation through its Board of Directors of his or her desire to sell, by a notice in writing addressed to the principal office of the corporation, which notice shall contain the price at which he or she is willing to sell, and the name of an arbitrator.

The Directors shall, within thirty (30) days thereafter, either accept the offer, or by a notice in writing, name a second arbitrator. In the event that the corporation accepts the offer, the corporation shall have six (6) months thereafter in which to pay for the stock, payments to be made as follows: Twenty-five (25%) percent within thirty (30) days after notice of purchase to the offeror by the Directors and fifteen (15%) percent every thirty (30) days thereafter. In the event that the corporation defaults on the agreed upon payment for the stock, then and in that event, the holder of stock shall have the right to dispose of the same in any manner that he or she sees fit. The initial arbitrator and the second arbitrator shall name a third arbitrator. In the event the corporation does not accept the offer, it shall be the duty of the arbitrators, or a majority of them, to ascertain the fair book value of the stock as of the date of the offer, and if either party refuses to appear at the hearing conducted by the arbitrators for that purpose, the arbitrators may act in the absence of said party or parties. After determination of the fair book value of the stock by the arbitrators, the corporation, through its Board of Directors, may pay for the stock on the payment schedule herein set forth in the amount of the valuation determined by the arbitrators. In the event that the corporation, through its Board of Directors, elects not pay for the stock, then and in that event, the holder of the stock shall have the right to dispose of the same in any manner that he or she sees fit. In the event that the stock of this corporation is acquired by the insolvency or bankruptcy of a Stockholder, or by foreclosure of any pledge or hypothecation, or by an assignee, receiver, or other officer, or in the event of the death of a Stockholder, the corporation, through its Board of Directors, at its option any time within (6) moths after the qualification of said trustee in bankruptcy, the appointment of the said receiver, the sale by foreclosure, or the qualification of the administrator or executor of the deceased Stockholder, may notify such person or persons in writing to sell the stock to the

corporation at a price fixed by the Board of Directors of the corporation. Such notice shall also contain the name of an arbitrator. The person or persons so notified by the corporation shall have thirty (30) days within which to surrender the stock and be paid therefor by the corporation on the terms hereinbefore stated. In the event that the said person or persons are not satisfied with the price as set by the corporation, they shall notify the corporation by a writing addressed to the principal office of the corporation, notifying the corporation to that effect, and naming a second arbitrator. The procedure thereafter shall be the same as if the stock were offered for sale to the corporation by a Stockholder. In the event that the corporation purchases the stock, the certificate shall be delivered to the corporation within thirty (30) days after the notification by the corporation of its intention to accept the offer to pay for the stock on the valuation set by the arbitrators. The Board of Directors may, from time to time, waive the foregoing restrictions.

SECTION 6A

(a) The Bylaws may provide that the Directors may make, amend, or repeal the Bylaws, in whole or in part, except with respect to any provision thereof which by law, the Articles of Organization or the Bylaws require action the Stockholders.

(b) Meetings of the Stockholders or Directors of this corporation may be held anywhere in the United States.

(c) This corporation may be a partner in any business enterprise it would have power to conduct by itself.

7 By-laws of the corporation have been duly adopted and the initial directors, president, treasurer and clerk, whose names are set out below, have been duly elected

8 The effective date of organization of the corporation shall be the date of filing with the Secretary of the Commonwealth or if later date is desired, specify date. (not more than **[ILLEGIBLE]** days after the date of filing.)

9 The following information shall not for any purpose be treated as a permanent part of the Articles of Organization of the corporation

a. The post office address of the initial principal office of the corporation of Massachusetts is

295 Forest Street, Peabody, MA 01960

b. The name, residence, and post office address of each of the initial directors and following officers of the corporation are as follows:

	NAME	RESIDENCE	POST OFFICE ADDRESS
President:	Mark Paulino		109 Bartholomew St. Peabody, MA
Treasurer:	William J. Phillips		8 Jefferson Road Peabody, MA
Clerk:	Philip Caron		17 Mohawk Street Danvers, MA

Directors: Mark Paulino, 109 Bartholomew Street, Peabody, MA
James M. Herlihy, 14 Mohawk Street, Danvers, MA
Philip Caron, 17 Mohawk Street, Danvers, MA
William J. Phillips, 8 Jefferson Road, Peabody, MA
Ronald Phillips, 22 North Shore Rd., Danvers, MA
Conrad Paulino, 19 Troy St, Peabody, MA

c The date initially adopted on which the corporation's fiscal year ends is

December 31

d The date initially fixed in the by laws for the annual meeting of stockholders of the corporation is

Last Friday in March

e The name and business address of the resident agent of any of the corporation is

N.A.

[ILLEGIBLE]

/s/ Mark Paulino
Mark Paulino

[ILLEGIBLE]

FORM CD-72-30M-4/96-808681

Examiner

The Commonwealth of Massachusetts
OFFICE OF THE MASSACHUSETTS SECRETARY OF STATE
MICHAEL JOSEPH CONNOLLY, Secretary
ONE ASHBURTON PLACE, BOSTON, MASS. 02108

FEDERAL IDENTIFICATION
No. 04-2964541

ARTICLES OF AMENDMENT

General Laws, Chapter 1568, Section 72

This certificate must be submitted to the Secretary of the Commonwealth within sixty days after the date of the vote of stockholders adopting the amendment. The fee for filing this certificate is prescribed by General Laws, Chapter 1568, Section 114. Make check payable to the Commonwealth of Massachusetts.

We, Mark Paulino
Philip Caron

President/**[ILLEGIBLE]** and
Clerk/**[ILLEGIBLE]** of

REGIONAL WASTE SERVICES, INC.
(Name of Corporation)

Name Approved

Located at 300 Forest Street, Peabody, MA 01960

do hereby certify that the following amendment to the articles of organization of the corporation was duly adopted at a meeting held on July 30, 1990, by vote of

_____ shares of _____ out of _____ shares outstanding,
(Class of Stock)

3,600 shares of Preferred Stock out of 3,600 shares outstanding, and
(Class of Stock)

_____ shares of _____ out of _____ shares outstanding,
(Class of Stock)

being at least a majority of each class outstanding and entitled to vote **[ILLEGIBLE]**

CROSS OUT INAPPLICABLE CLAUSE

[ILLEGIBLE]

To change the corporate name from Regional Waste Services, Inc. to:
"Wood Recycling, Inc."

C ☐
P ☐
M ☐

[ILLEGIBLE]

PC

[ILLEGIBLE]

TO CHANGE the number of shares and the par value, if any, of each class of stock within the corporation fill in the following:

The total presently authorized is:

KIND OF STOCK	NO PAR VALUE NUMBER OF SHARES	WITH PAR VALUE NUMBER OF SHARES	PAR VALUE
COMMON			
PREFERRED			

CHANGE the total to:

KIND OF STOCK	NO PAR VALUE NUMBER OF SHARES	WITH PAR VALUE NUMBER OF SHARES	PAR VALUE
COMMON			
PREFERRED			

The foregoing amendment will become effective when these articles of amendment are filed in accordance with Chapter **[ILLEGIBLE]**, Section 6 of The General Laws unless these articles specify. In accordance with the vote adopting the amendment, a letter **[ILLEGIBLE]** date not more than thirty days after such thing, in which event the amendment will become effective on such later date.

IN WITNESS WHEREOF AND UNDER THE PENALTIES OF PERJURY, we have hereto signed our names this 30th day of July, in this year 1990.

/s/ Mark Paulino
Mark Paulino

President / **[ILLEGIBLE]**

/s/ Philip Caron
Philip Caron

Clerk / **[ILLEGIBLE]**

[ILLEGIBLE]

[ILLEGIBLE]

[ILLEGIBLE]

FEDERAL IDENTIFICATION NO. 04-2964541

The Commonwealth of Massachusetts
William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

024

ARTICLES OF AMENDMENT
(General Laws, Chapter 15GB, Section 72)

We, Mark Paulino , *President / **[ILLEGIBLE]**,

and Philip L. Caron , *Clerk / **[ILLEGIBLE]**,

of Wood Recycling, Inc. ,
(Exact name of corporation)

located at 2 Corporation Way, Suite 170, Peabody, MA 01960 ,
(Street address of corporation in Massachusetts)

certify that these Articles of Amendment affecting articles numbered:

3
(Number these articles 1, 2, 3, 4, 5 and/or 6 being amended)

of the Articles of Organization were duly adopted at a meeting held on August 7, 2001, by **[ILLEGIBLE]** of:

14,070 shares of Common Stock of 14,070 shares outstanding,
(type, class & series, if any)

_____ shares of _____ of _____ shares outstanding, and
(type, class & series, if any)

_____ shares of _____ of _____ shares outstanding.
(type, class & series, if any)

[ILLEGIBLE] ☐
[ILLEGIBLE] ☐
[ILLEGIBLE] ☐
[ILLEGIBLE] ☐ **[ILLEGIBLE]**

[ILLEGIBLE]

[ILLEGIBLE]
[ILLEGIBLE]

5/26/87

[ILLEGIBLE]

[ILLEGIBLE] the number of shares and the par value (if any) of any type, class or series of stock which the corporation is **[ILLEGIBLE]**, fill in the following:

The total *property* authorized is:

WITHOUT PAR VALUE STOCKS		WITH PAR VALUE STOCKS		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
Common:	-0-	Common:	150,000	$ 0.10
Preferred:	-0-	Preferred:	-0-	

Change the total authorized to:

WITHOUT PAR VALUE STOCKS		WITH PAR VALUE STOCKS		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
Common:	-0-	Common:	Voting -150,000	$ 0.10
			Non-Voting - 150,000	$ 0.10
Preferred:	-0-	Preferred:		

There shall be two classes of Common Stock, $0.10 par value: Voting Common Stock and Non-Voting Common Stock. Both classes of stock shall be identical in all respects except that the Voting Common Stock shall have the right to vote and the Non-Voting Common Stock shall have the right to vote on the matter.

[ILLEGIBLE]

The foregoing amendment(s) will become effective when these Articles of Amendment we filed in accordance with **[ILLEGIBLE]** Chapter **[ILLEGIBLE]** Section 6 unless these articles specify. In accordance with the **[ILLEGIBLE]** the accordance, a **[ILLEGIBLE]** effective **[ILLEGIBLE]** not more than thirty days after such filing in which event the amendment will **[ILLEGIBLE]** effective on **[ILLEGIBLE]**

Lease effective date:

SIGNED UNDER THE PENALTIES OF PERJURY, this 7th day of August, 2001.

/s/ Mark Paulino , *President / [ILLEGIBLE]
Mark Paulino

/s/ Philip L. Caron , *Clerk / [ILLEGIBLE]
Philip L. Caron

[ILLEGIBLE]

D
PC

The Commonwealth of Massachusetts
William Francis Galvin
Secretary of the Commonwealth
One Ashbutton Place, Boston, Massachusetts 02108-1512

042964541

FORM MUST BE TYPED

Articles of Amendment
(General Laws, Chapter 156D; Section 10.06; 950 CMR 113.33)

FORM MUST BE TYPED

Exact name of corporation: Wood Recycling, Inc.

Registered office address: 165 Barefoot Road, Southbridge MA 01550
(number, street, city or town, state, zip code)

These articles of amendment affect article(s): 1 (one)
(specify the number(s) of article(s) being amended (I-VI))

Adopted and approved on: May 12, 2004 by
(month, day, year)

Check the appropriate box below:

- ☐ the incorporation.
- ☐ the board of directors without shareholder approval and shareholder approval was not required.
- ☒ the board of directors and the shareholders in the manner required by law and the articles of organization.

State the article number and the text of the amendment. If the amendment authorizes an exchange, or effects a reclassification or cancellation, of issued shares, state the provisions for implementing the action unless contained in the text of the amendment.

Article I: "the name by which the Corporation shall be known is : Southbridge Recycling & Disposal Park, Inc.

P.C.

5/26/87

To change the number of shares and the par value (if any)* of any type, or to designate a class or series, of stock, or change a designation of class or series of stock, which the corporation is authorized to issue, complete the following:

The total presently authorized is:

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE

Change the total authorized to:

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE

The foregoing amendment(s) will become effective when these Articles of Amendment are filed in accordance with General Laws, Chapter 156D, $ 1.25 unless these articles specify, in accordance with the vote adopting the amendment a later effective date not more than ninety days after such filing, in which event the amendment will become effective on such later date.

Later effective date:

Signed by /s/ John W. Casella
John W. Casella

(Please check appropriate box)

☐ Chairman of the Board

☒ President

☐ Other Officer

☐ Court-appointed fiduciary

On this 31st day of August, 2004

Exhibit 3.91

BYLAWS

OF

REGIONAL WASTE SERVICES, INC.

ARTICLE I

ARTICLES OF ORGANIZATION

The name and purposes of the corporation shall be as set forth in the Articles or Organization. These Bylaws, the powers of the corporation and its Directors and Stockholders, and all matters pertaining to the conduct and the regulation of the corporation's business, shall be subject to such provisions in regard thereto, if any, which are set forth in the Articles of Organization. Any reference in these Bylaws to the Articles of Organization shall be construed to mean the Articles of Organization of the corporation and its subsequent amendments and restatements.

ARTICLE II

Unless otherwise determined by the Directors, the fiscal year of the corporation shall in each year end on December 31.

ARTICLE III

MEETINGS OF STOCKHOLDERS

Section 1: Annual Meetings

The annual meeting of stockholders shall be held on the last Friday in March in each year at 7:00 p.m. unless a different hour and date is fixed by the Board of Directors or

held, in addition to those prescribed by law, by the Articles of Organization and these Bylaws, may be specified by the Board of Directors, the President or the Vice President. If no annual meeting has been held on the date fixed above, a special meeting shall have for the purposes of these Bylaws or otherwise all the force and effect of an annual meeting.

Section 2: Special Meetings

A special meeting of the stockholders may be called at any time by the President, Vice President, Clerk, or by a majority of the Board of Directors acting by vote or by written instrument(s) signed by them. A special meeting of the stockholders shall be called by the Treasurer and in case of the death, absence, incapacity or refusal of the Treasurer, by any other officer, upon written application of one or more stockholders who hold at least twenty (20%) percent of the stock entitled to vote at the meeting. Any such call by the President, Vice President, Treasurer, Clerk or Board of Directors shall state the time, place and purpose of the meeting.

Section 3: Place of Meeting

All meetings of the stockholders shall be held at the principal office of the corporation in Massachusetts, unless a different place within Massachusetts or, if permitted by the Articles of Organization, elsewhere within the United States is designated by the President, Vice President, Clerk, or by a majority of the Board of Directors acting by vote or by written instrument (s) signed by them, or by the Treasurer acting in his capacity under Section 2 of this Article.

Section 4: Notice of Meetings

A written notice of the place, date and hour of all meetings of stockholders stating the purposes of the meeting shall be given at lease seven (7) days before the meeting to each stockholder entitled to vote thereat and to each stockholder who is otherwise entitled by law or by the Articles of Organization to such notice, by leaving such notice with him or her or at his or her residence or usual place of business, or by mailing it, postage prepaid, and addressed to such stockholder at his or her address as it appears in the records of the corporation. Such notice shall be given by the Clerk, by any other officer, or by a person designated by the Clerk, by the person or persons calling the meeting or by the Board of Directors. Whenever notice of a meeting is required to be given a stockholder under any provision of law, of the Articles of Organization, or of these Bylaws, a written waiver thereof, executed before or after the meeting by such stockholder of his attorney thereunto authorized, and filed with the records of the meeting, shall be deemed equivalent to such notice.

Section 5: Quorum

At any meeting of the stockholders, a quorum shall consist of a majority in interest of all stock issued and outstanding and entitled to vote at the meeting. Stock owned directly and indirectly by the corporation, if any, shall not be deemed outstanding for this purpose. Any meeting may be

adjourned from time to time by a majority of the votes properly cast upon the question, whether or not a quorum is present, and the meeting may be held as adjourned without further notice.

Section 6: Action By Vote

When a quorum is present at any meeting, a plurality of the votes properly cast for election to any office shall elect to such office, and a majority of the vote properly cast upon any question other than the election to an office shall decide the question, except when a larger vote is required by law, by the Articles of Organization or by these Bylaws. No ballot shall be required for any election unless requested by a stockholder present or represented at the meeting and entitled to vote in the election.

Section 7: Voting

Stockholders entitled to vote shall have one vote for each share of stock entitled to vote held by them of record, according to the records of the corporation, and a proportionate vote for a fractional share, unless otherwise provided by the Articles of Organization. The corporation shall not, directly or indirectly, vote any share of its own stock.

Section 8: Action By Consent

Any action required or permitted to be taken at any meeting of the stockholders may be taken without a meeting if all stockholders entitled to vote on the matter consent to the action in writing and the written consents are filed with the records of the meetings of stockholders. Such consents shall be treated for all purposes as a vote at a meeting.

Section 9: Proxies

Stockholders entitled to voted may either in person or by proxy in writing dated not more than six (6) months before the meeting named therein, which proxies shall be filed with the clerk or other person responsible to record the proceedings of the meeting before being voted. Unless otherwise specifically limited by their term, such proxies shall entitle the holders thereof to vote on any matter up to and including the adjournment of such meeting. A proxy with respect to stock held in the name of two or more persons shall be valid if executed by any one of them unless at or prior to exercise of the proxy the corporation receives a specific written notice to the contrary from any one of them. A proxy purporting to be executed by or on behalf of a stockholder shall be deemed valid unless challenged at or prior to its exercise and the burden of proving invalidity shall rest on the challenger.

ARTICLE IV

DIRECTORS

Section 1: Powers

The business of the corporation shall be managed by a Board of Directors who shall have and may exercise all the powers of the corporation except as otherwise reserved to the stockholders by law, by the Articles of Organization or by these Bylaws. In the event of a vacancy in the Board of Directors, the remaining Directors, except as otherwise provided by law, may exercise the powers of the full Board until the vacancy is filled.

Section 2: Enumeration, Election And Term Of Office

The Board of Directors shall consist of not less than three Directors, except that whenever there shall be only two stockholders, the number of Directors shall not be less than two and whenever there shall be only one stockholder the number of Directors shall not be less than one. The number of the Directors shall be as determined from time to time by the stock-holders. The Directors shall be chosen at the annual meeting of the stockholders by such stockholders as have the right to vote thereon, and each shall hold office until the next annual election of Directors and until his successor is chosen and qualified or until he sooner dies, resigns, is removed or becomes disqualified. No Director need be a stockholder.

Section 3: Regular Meetings

Regular meetings of the Board of Directors may be held at such times and places within or without the Commonwealth of Massachusetts as the Board of Directors may fix from time to time and, when so fixed, no notice thereof need be given provided that any Director who is absent when such times and places are fixed shall be given notice of the fixing of such times and places. The first meeting of the Board of Directors following the annual meeting of the stockholders may be held, without notice, immediately thereafter and at the same place as the annual meeting. If in any year a meeting of the Board of Directors is

not held at such time and place, and action to be taken may be taken at any later meeting of the Board of Directors with the same force and effect as if held or transacted at such meeting.

Section 4: Special Meetings

Special meetings of the Directors may be held at any time and at any place designated in the call of the meeting, when called by the President, Vice President, Clerk or the Treasurer or by one or more Directors, reasonable notice thereof being given to each Director by the Clerk or by the officer or by the Director calling the meeting.

Section 5: Notice

It shall be reasonable and sufficient notice to a Director to send notice by mail at lease four (4) days or by telegram at least forty-eight (48) hours before the meeting addressed to him at his usual or last known business or his residential address or to give notice to him in person or by telephone at least forty-eight (48) hours before the meeting. Notice of a meeting need not be given to any Director if a written waiver of notice, executed by him or her before or after the meeting, is filed with the records of the meeting, or to any Director who attends the meeting without protesting prior thereto or at its commencement the lack of notice to him or her. Neither notice of a meeting nor a waiver of a notice need specify the purposes of the meeting.

Section 6: Quorum

At any meeting of the Directors, a quorum for any election or for the consideration of any questions shall consist of a majority of the Directors then in office. Whether or not a quorum is present, any meeting may be adjourned from time to time by a majority of the votes properly cast upon the question, and the meeting may be adjourned without further notice. When a quorum is present at any meeting, the unanimous votes of all the Directors shall decide any question brought before such meeting, except in any cases where a different vote is required by the Articles of Organization or by these Bylaws.

Section 7: Meeting By Telecommunication

Members of the Board of Directors may participate in a meeting of such Board by means of conference telephone or similar communications equipment by means of which all persons participating in a meeting can hear each other at the same time and participation by such means shall constitute presence in person at the meeting.

Section 8: Interested Directors

(A) No contract or other transaction between a corporation and one or more of its Directors, or between a corporation and any other corporation, firm, association or other entity in which one or more of its Directors are directors or officers, or are financially interested, shall be either void or voidable for this reason alone or by reason alone that such Director or Directors are present at the meeting of the Board, as of a committee thereof, which approves such contract or transaction, or that his or their votes are counted for such purpose:

(1) If the fact of such common directorship, officership, or financial interest is disclosed or known to the Board or committee, and the Board or committee approves such contract or transaction by a vote sufficient for such purpose without counting the vote or votes or such interested Director or Directors;

(2) If such common directorship, officership, or financial interest is disclosed or known to the shareholders entitled to vote thereon, and such contract or transaction is approved by vote of the shareholder; or

(3) If the contractor or transaction is fair and reasonable as to the corporation at the time it is approved by the Board, a committee or the shareholders.

(B) Common or interested Directors may be counted in determining the presence of a quorum at a meeting of the Board or of a committee which approves such contract or transaction.

Section 9: Compensation Of Directors

By resolution of the Board of Directors, and irrespective of any personal interest of any of its members, the Directors may be paid their expenses, if any, of attendance at each meeting of the Board, and may be paid a fixed sum for attendance at meetings or a stated salary as Directors. No such payment shall preclude any Director from serving the corporation in any other capacity and receiving compensation therefor.

ARTICLE V

OFFICERS AND AGENTS

Section 1: Enumeration; Qualification

The officers of the corporation shall be a President, a Vice President, a Clerk, and such other officers, if any, as the incorporators at their initial meeting, or the Directors from time to time, may in their discretion elect or appoint. The corporation may also have such agents, if any, as the incorporators at their initial meeting, or the Directors from time to time, may, in their discretion, appoint. Any officer may be but none need be a Director or stockholder. The Clerk shall be a resident of Massachusetts unless the corporation has a resident agent appointed for the purpose of service of process. Any two or more offices may be held by the same person. Any officer may be required by the Board of Directors to give bond for the faithful performance of his or her duties to the corporation in such amount and with such sureties as the Director may determine. The premiums for such bond may be paid by the corporation.

Section 2: Powers

Subject to law, to the Articles of Organization and to the other provisions of these Bylaws, each officer shall have, in addition to the duties and powers herein set forth, such duties and powers as are commonly incident to his or her office and such duties and powers as the Director may from time to time designate.

Section 3: Election

The President, the Vice President, the Treasurer and the Clerk shall be elected annually by the Directors at their first meeting following the annual meeting of the stockholders. Other officers, if any, may be elected or appointed by the Board of Directors at said meeting or at any other time.

Section 4: Tenure

Except as otherwise provided by law or by the Articles of Organization or by these Bylaws, the President, the Vice President, the Treasurer and the Clerk shall hold office until the first meeting of the Directors following the next annual meeting of the stockholders and until their respective successors are chosen and qualified, and each other officer shall hold office until the first meeting of the Directors following the next annual meeting of the stockholders and until their respective successors are chosen and qualified, unless a different period shall have been specified by the terms of his or her election or appointment, or in each case until he or she sooner dies, resigns, is removed or becomes disqualified. Each agent shall retain his or her authority at the pleasure or the Directors.

Section 5: President

The President shall be the chief executive officer of the corporation and shall, subject to the discretion of the Board of Directors, have general supervision and control of its

business. Unless otherwise provided by the Board of Directors, he or she shall preside, when present, at all meetings of stock-holders and of the Board of Directors.

Section 6: Vice President

The Vice President shall, in the absence of the President, be the chief executive officer of the corporation and shall, subject to the discretion of the Board of Directors, have general supervision and control of its business.

Section 7: Treasurer

The Treasurer shall, subject to the discretion of the Board of Directors, have general charge of the financial affairs of the corporation and shall cause to be kept accurate books of account. He or she shall have custody of all funds, securities, and valuable documents of the corporation, except as the Board of Directors may otherwise provide.

Section 8: Clerk

The Clerk shall keep a record of the meetings of the stockholders and of the meetings of the Board of Directors. In the absence of the Clerk from any meeting of stockholders, an Assistant Clerk, if one be elected, or, if not, a Temporary Clerk designated by the person presiding at the meeting, shall perform the duties of the Clerk.

ARTICLE VI

RESIGNATIONS, REMOVAL AND VACANCIES

Section 1: Resignations

Any Director or Officer may resign at any time by delivering his or her resignation in writing to the President or the Clerk or to a meeting of the Directors. Such resignations shall take effect at such time as is specified therein, or if no such time is so specified, then upon delivery thereof.

Section 2: Removals

Directors, including Directors elected by the Directors to fill vacancies in the Board, and Officers, may be removed at any time with or without assignment of cause, by vote of the holders of the majority of the shares entitled to vote in the election of Directors.

The Directors may be a unanimous vote of all of the Directors then in office remove any Director for cause.

The Directors may remove any officers from office for cause by a unanimous vote of all of the Directors then in office.

If cause is assigned for removal of any Director or Officer, such Director or Officer may be removed only after a reasonable notice and opportunity to be heard before the body proposing to remove him.

The Directors may terminate or modify the authority of any agent of employee.

Except as the Directors may otherwise determine, no Director or Officer who resigns or is removed shall have any right to any compensation as such Director or Officer for any periods following his or her resignation or removal, or any right to damages on account of such removal whether his or her compensation be by the month or by the year or otherwise,

provided, however, that the foregoing provision shall not prevent such Director or Officer from obtaining damages for breach of any contract or employment legally binding upon the corporation.

Section 3: Vacancies

Any vacancy in the Board of Directors, including a vacancy resulting from an enlargement of the Board, may be filled by a unanimous vote of all of the Directors, by the stockholders at a meeting called for the purpose, provided, however, that any vacancy resulting from action by the stockholders may be filled by the stockholders at the same meeting at which such action was taken by them.

If the office of any Officer becomes vacant, the Directors may elect to appoint a successor by vote of a majority of the Directors present at the meeting at which such election or appointment is made.

Each such successor shall hold office for the unexpired term of his or her predecessor and until his or her successor shall be elected or appointed and qualified, or until he or she sooner dies, resigns, is removed or becomes disqualified.

ARTICLE VII

INDEMNIFICATION OF DIRECTORS AND OTHERS

The corporation shall, to the extent legally permissible, indemnify any person serving or who has served as a Director or Officer to the corporation, or at its request as a Director, Trustee, Officer, Employee or other Agent or any organization in which the corporation owns shares or of which it

is a creditor against all liabilities and expenses, including amounts paid in satisfaction of judgments, in compromise or as fines and penalties, and counsel fees, reasonably incurred by him or her in connection with the defense or disposition of any action, suit or other proceeding, whether civil or criminal, in which he or she may be involved or with which he or she may be threatened, while serving or thereafter by reason of his or her being or having been such a Director, Officer, Trustee, Employee or Agent, except with respect to any matter as to which he or she shall have been adjudicated in any proceeding not to have acted in good faith in the reasonable belief that his or her action was in the best interests of the corporation; provided, however, that as to any matter disposed of by a compromise payment by such Director, Officer, Trustee, Employee or Agent pursuant to a consent decree or otherwise, no indemnification either for said payment or for any other expense shall be provided unless:

(A) such compromise shall be approved as in the best interests of the corporation, after notice that it involves such indemnification:

(1) by a disinterested majority of the Directors then in office; or

(2) by the holders of a majority of the outstanding stock at the time entitled to vote for Directors, voting as a single class, exclusive of any stock owned by any interested Director or Officer; or

(B) in the absence of action by disinterested Directors or Stockholders, there has been obtained at the request of a majority of the Directors then in office an opinion in writing of independent legal counsel to the effect that such Director or Officer appears to have acted in good faith in the reasonable belief that his or her action was in the best interests of the corporation.

Expenses, including counsel fee, reasonably incurred by any such Director, Officer, Trustee, Employee, or Agent in connection with the defense or disposition of any such action, suit, or other proceedings may be paid from time to time by the corporation in advance of the final disposition thereof upon receipt of an undertaking by such individual to repay the amounts to be paid to the corporation if it is ultimately determined that indemnification for such expenses is not authorized under this section. The right of indemnification hereby provided shall not be exclusive of or affect any other rights to which any Director, Officer, Trustee, Employee, or Agent may be entitled. Nothing contained in this Article shall affect any rights to indemnification to which corporate personnel other than such Directors, Officers, Trustees, Employees or Agents may be entitled by contract or otherwise under law; as used in this Article, the terms “Director”, “Officer”, “Trustee”, “Employee”, and “Agent” include their respective heirs, executors, administrators, and an “interested” Director, Officer, Trustee, Employee, or Agent is one against whom in such capacity the proceedings in question or other proceedings on the same or similar grounds are then pending.

ARTICLE VIII

STOCK

Section 1: Stock Authorized

The total number of shares and the par value, if any, of each class of stock which the corporation is authorized to issue, and if more than one class is authorized, a description of each class with the preference, voting powers, qualifications, and special and relative rights and privileges as to each class and any series thereof, shall be as stated in the Articles of Organization.

Section 2: Issue Of Authorized Unissued Capital Stock

Any unissued capital stock from time to time authorized under the Articles of Organization may be issued by vote of the Directors. No such stock shall be issued unless the case, so far as due, or the property services or expenses for which it was authorized to be issued, has been actually received or incurred by, or conveyed or rendered to, the corporation, or is in its possession as surplus.

Section 3: Certificates Of Stock

Each Stockholder shall be entitled to a certificate in the form selected by the Board of Directors stating the number and the class and designation of the series, if any, of the shares held by him. Such certificate shall be signed by the President and Treasurer. Such signature may be facsimiles if the certificate is signed by a transfer agent, or by a registrar other than a Director, Officer or Employee of the corporation.

Every certificate or share of stock subject to any restriction on transfer pursuant to the Articles of Organization, these Bylaws, or any agreement to which the corporation is a party shall have the reference to the restriction noted conspicuously on the certificate and shall also set forth on the face or back either the full text of the restriction or a statement of the existence of such restriction and a statement that the corporation will furnish a copy to the holder of such certificates upon written request and without charge.

Section 4: Transfer

Subject to the restriction, if any, imposed by the Articles of Organization, these Bylaws or any agreement to which the corporation is party, shares of stock shall be transferred on the books of the corporation only by the surrender to the corporation or its transfer agent of the certificate representing such shares properly endorsed or accompanied by a written assignment of such shares or by a written power of attorney to see, assign or transfer such shares, properly executed, with necessary transfer stamps affixed, and with such proof that the endorsement, assignment or power of attorney is genuine and effective as the corporation or its transfer agent may reasonably require. Except as may be otherwise required by law, the corporation shall be entitled to treat the record holder of stock as shown on its books as the owner of such stock for all

purposes, including the payment of dividends and the right to vote with respect thereto, regardless of any transfer, pledge or other disposition of such stock, until the shares have been transferred on the books of the corporation in accordance with the requirements of these Bylaws. It shall be the duty of each Stockholder to notify the corporation of his post office address.

Section 5: Lost, Mutilated Or Destroyed Certificates

Except as otherwise provided by law, the Board of Directors determine the conditions upon which a new certificate of stock may be issued in place of any certificate alleged to have been lost, mutilated, or destroyed. It may, in its discretion, require the owner of a lost, mutilated or destroyed certificate, or his legal representative, to give a bond, sufficient in its opinion, with or without surety, to indemnify the corporation against any loss or claim which may arise by reason of the issue of a certificate in place of such lost, mutilated, or destroyed stock certificate.

Section 6: Transfer Agent And Registrar

The Board of Directors may fix in advance a time not more than sixty (60) days before (i) the date of any meeting of the Stockholders, or (ii) the date for the payment of any dividend or the making of any distribution to Stockholders, or (iii) the last day on which the consent or dissent of Stockholders may be effectively expressed for any purpose, as the record date for determining the Stockholders, having the right to notice and to vote at such meeting, or the right to receive such

dividend or distribution, or the right to give such consent or dissent. If a record date is set, only Stockholders of record on the date shall have such right notwithstanding any transfer records of the corporation for all or any part of such sixty-day period.

If no record date is fixed and the transfer books are not closed, then the record date for determining Stockholders having the right to notice of or to vote a meeting of Stockholders shall be at the close of business on the next day on which notice is given, and the record date for determining Stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors acts with respect thereto.

ARTICLE IX

MISCELLANEOUS PROVISIONS

Section 1: Execution Of Papers

All deeds, leases, transfers, contracts, bonds, notes, releases, checks, drafts and other obligations authorized to be executed on behalf of the corporation shall be signed by the President or Vice President, except as the Directors may generally or in particular cases otherwise determine.

Section 2: Voting Of Securities

Except as the Directors may generally or in particular cases otherwise specify, the President or Treasurer may on behalf of the corporation vote to take any other action with respect to shares of stock or beneficial interest of any other corporation,

or of any association, trust or firm, of which any securities are held by this corporation, and may appoint any person or persons to act as proxy or attorney-in-fact for the corporation, with or without power of substitution, at any meeting thereof.

Section 3: Corporate Seal

The seal of the corporation shall be a circular die with the name of the corporation, the word "Massachusetts" and the year of its incorporation cut or engraved thereon, or shall be in such other form as the Board of Directors may from time to time determine.

Section 4: Corporate Records

The original, or attested copies, of the Articles of Organization, Bylaws and records of all meetings of the incorporators and Stockholders, and the stock and transfer records, which shall contain the names of all Stockholders and the record address and the amount of stock held by each, shall be kept in Massachusetts at the principal office of the corporation, or at an office of its transfer agent or of its Clerk or of its Resident Agent or of its attorney. Said copies and records need not all be kept in the same office. They shall be available at all reasonable times to the inspection of any Stockholder for any proper purposes but not to secure a list of Stockholders for the purpose of selling said list or copies thereof of or using the same for a purpose other than in the interest of the applicant, as the Stockholder, relative to the affairs of the corporation.

Section 5: Evidence Of Authority

A certificate by the Clerk as to any matter relative to the Articles of Organization, Bylaws, records of the proceedings of the Incorporators, Stockholders, Board of Directors, or stock and transfer records or as to any action taken by any person or persons as an officer or agent of the corporation, shall be to all persons who rely thereon in good faith conclusive evidence of the matters so certified.

ARTICLE X

AMENDMENTS

These Bylaws may be amended or repealed in whole or in part by the affirmative vote of the holders of all the shares of each class of the capital stock at the time outstanding and entitled to vote at any annual or special meeting of Stockholders, provided that notice of the substance of the proposed amendment is stated in the notice of such meeting. If authorized by the Articles of Organization, the Directors may make, amend, or repeal the Bylaws, in whole or in part, except with respect to any provision thereof which by law, the Articles of Organization or the Bylaws requires action by the Stockholders next following the making, amending, or repealing by the Directors of any Bylaw, notice thereof stating the substance of such change shall be given to all Stockholders entitled to vote on amending the Bylaws. No change in the date fixed in these Bylaws for the annual meeting of Stockholders may be made within sixty (60) days before the date fixed in these Bylaws, and in case of any change in such date, notice thereof shall be given to

each Stockholder in person or by letter mailed to his or her last known post office address at least twenty (20) days before the new date fixed for such meeting.

Any Bylaw adopted, amended, or repealed by the Directors may be repealed, amended, or reinstated by the Stockholders entitled to vote on amending the Bylaws.

ARTICLE XI

PREEMPTIVE RIGHTS

(1) Each Stockholder shall have preemptive rights to subscribe to any new issue of stock of the class held by him or her in proportion to his or her holdings. The amount to be subscribed for may be rounded off to avoid issuance of fractional shares, if majority control or two-thirds control of the particular class of stock is thereby not altered. If to round off the number would so alter control, additional shares shall be offered to existing stockholders of the class in such whole numbers as to preserve existing proportional control.

(2) Each stockholder shall have preemptive rights to subscribe to any new issue of stock or to purchase any treasury stock sold or reissued by the corporation:

(a) In an amount sufficient to preserve his or her proportionate stock interest in the corporation, and further

(b) To any extent the preemptive rights of other stockholders are not exercised by them as to any such issue, sale, or release.

(3) Any unissued capital stock from time to time authorized under the Articles of Organization may be issued by a vote of two-thirds in interest of all of the issued and outstanding shares of the stock of the corporation. Every Stockholder of the corporation shall have a preemptive right to subscribe to any new issue of stock within thirty (30) days after the aforesaid vote and in proportion to the number of shares owned by such Stockholder at the time of said vote, and further preemptive right to subscribe proportionately to any such new issue of stock as to which such preemptive rights are defaulted or not exercised by other Stockholders, within ten (10) days after such default or non-exercise.

(4) In case of increase of capital of any additional stock issue all parties are entitled to participate proportionately to their stockholdings and shall have thirty (30) days from receipt of notice of such action within which to declare exercise of these preemptive rights and to deposit the required new capital with the company.

Should one not exercise preemptive rights, the other Stockholders shall be entitled to subscribe proportionately to part or all of those new shares within fifteen (15) days. Should such other holders not exercise such rights, the company may offer the remaining new shares to outside parties.

All shares to be issued in future will be subject to this provision and will be endorsed in blank and deposited with the corporation or transfer agent. New shareholders will take subject to this Bylaw.

ARTICLE XII

EQUAL DIVISION OF BOARD: ARBITRATION

A. If the Board of Directors shall be equally divided respecting the management of the property, business and affairs of the corporation, or any aspect thereof of any transaction involved therein, or shall be equally divided on any question, dispute or controversy, and such equal division concerns a proper subject for action by the Board, no shareholder or director shall have the right to have the corporation dissolved or shall have any legal right in a suit at law or in equity because of such deadlock. Any such equal division may be submitted to arbitration in the following manner:

(i) Upon written request by any director submitted at a duly organized meeting of the Board of Directors, the Board shall refer the matter to an arbitrator in accordance with the American Arbitration Association.

(ii) The arbitrator shall decide, resolve and determine the matters respecting which the Board may be equally divided, including (but not limited to) all collateral matters such as whether such matter is a proper subject for action by the Board of Directors, whether such matters have been properly submitted to them for decision, whether the Board is actually equally divided, and whether this Section and the provisions for arbitration hereunder are properly invoked and applicable, to the end that all questions, disputes and controversies be resolved,

determined and adjudged by the arbitrators; and the decision of such arbitrator on all matters submitted to them hereunder shall be conclusive and binding upon the Board of Directors, the corporation and the parties.

(iii) The arbitrator shall conduct the arbitration proceedings in accordance with the rules of the American Arbitration Association, as then in effect, insofar as such rules are not in conflict with this Section.

(iv) The decision of the arbitrator shall be final and conclusive, shall be the equivalent of a resolution unanimously passed by the full Board at a meeting duly convened, and shall not be revoked or amended or overruled except by unanimous action of the Board of Directors or the shareholders of the corporation. Such decision shall be forthwith filed with the Secretary of the Corporation; and judgment on such decision may be entered in the highest court of the forum having jurisdiction.

B. The denial of this Section of the Bylaws of the right to have the corporation dissolved, and of other legal rights, shall be inoperative in the event that any shareholder of the corporation shall have given written notice to the members of the Board of Directors that he or she intends to seek dissolution of the corporation or other legal remedy because of the deadlock among the Board of Directors, and such notice remains unrevoked for two years from the date it was given. If such notice is given and (i) no such proceedings are commenced within three years thereafter, or (ii) such notice is revoked, or (iii) proceedings are commenced and are determined adversely to the party seeking dissolution or other legal remedy because of such deadlock, the said denial of rights in this Section shall become fully operative as before.

Exhibit 3.95

SOSID: 0426020
Date Filed: 4/28/2006 3:00:00 PM
Elaine F. Marshall
North Carolina Secretary of State
C200611800295

State of North Carolina
Department of the Secretary of State

ARTICLES OF ORGANIZATION
INCLUDING ARTICLES OF CONVERSION

Pursuant to §§ 57C-2-21, 57C-9A-01 and 57C-9A-03 of the General Statutes of North Carolina, the undersigned converting business entity does hereby submit these Articles of Organization Including Articles of Conversion for the purpose of forming a limited liability company.

1. The name of the limited liability company is: U.S. Fiber, LLC.
   The limited liability company is being formed pursuant to a conversion of another business entity.

2. The name of the converting business entity is U.S. Fiber, Inc. and the organization and internal affairs of the converting business entity are governed by the laws of the state or country of North Carolina.
   A plan of conversion has been approved by the converting business entity as required by law.

3. The converting business entity is a (*check one*): ☑ domestic corporation; ☐ foreign corporation; ☐ foreign limited liability company; ☐ domestic limited partnership; ☐ foreign limited partnership; ☐ domestic registered limited liability partnership; ☐ foreign limited liability partnership; or ☐ other partnership as defined in G.S. 59-36, whether or not formed under the laws of North Carolina.

4. If the limited liability company is to dissolve by a specific date, the latest date on which the limited liability company is to dissolve: (*If no date for dissolution is specified, there shall be no limit on the duration of the limited liability company.*) _____

5. The name and address of each person executing these articles of organization is as follows: (*State whether each person is executing these articles of organization in the capacity of a member, organizer or both*).

   John W. Casella, organizer
   25 Greens Hill Lane
   Rutland, VT 05701

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6. The street address and county of the initial registered office of the limited liability company is:

   Number and Street 225 Hillsborough Street

   City, State, Zip Code Raleigh NC 27603 County Wake

7. The mailing address, *if different from the street address,* of the initial registered office is:

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8. The name of the initial registered agent is: CT Corporation System

9. Principal office information: (*Select either a or b.)*

a. ☑ The limited liability company has a principal office.

- The street address and county of the principal office of the limited liability company is:

  Number and Street 809 West Hill Street

  City, State, Zip Code Charlotte NC 28208 County Mecklenburg

- The mailing address, *if different from the street address*, of the principal office of the limited liability company is:

b. ☐ The limited liability company does not have a principal office.

10. Check one of the following:

☒ (i) ***Member-managed LLC*:** all members by virtue of their status as members shall be managers of this limited liability company.

☐ (ii) ***Manager-managed LLC*:** except as provided by N.C.G.S. Section 57C-3-20(a), the members of this limited liability company shall not be managers by virtue of their status as members.

11. Any other provisions which the limited liability company elects to include are attached.

12. These articles will be effective upon filing, unless a date and/or time is specified:

_____

This is the 26th day of April, 2006.

/s/ John W. Casella
Signature

John W. Casella, ORGANIZER
Type or Print Name and Title

NOTES:

1. Filing fee is $125. This document must be filed with the Secretary of State.

CORPORATIONS DIVISION P.O. BOX 29622 RALEIGH, NC 27626-0622
(*Revised January 2002*) (*Form L-01A*)

Exhibit 3.96

AMENDED AND RESTATED
OPERATING AGREEMENT

of

U.S. FIBER, LLC

THIS AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") of U.S. Fiber, LLC (the "Company") is entered into by KTI, Inc., a New Jersey corporation (the "Member"), in accordance with the terms set forth herein.

WHEREAS, John. W. Casella, as organizer, formed the Company as a limited liability company under the laws of the State of North Carolina and FCR, LLC, a Delaware limited liability company (the "Original Member"), entered into the Operating Agreement of the Company on April 28, 2006 (the "Original Agreement");

WHEREAS, the Original Agreement is hereby amended and restated in its entirety to reflect the assignment and transfer of the Original Member's 100% interest in the Company to the Member; and

WHEREAS, this Amended and Restated Operating Agreement establishes the manner in which the business and affairs of the Company are managed and determines the respective rights, duties and obligations with respect to the Company.

NOW THEREFORE, the Member, by execution of this Agreement, hereby agrees to carry on a limited liability company pursuant to and in accordance with the North Carolina Limited Liability Company Act, North Carolina General Statutes Chapter 57C, as amended from time to time (the "Act"), and hereby agrees as follows:

1. Name. The name of the limited liability company is U.S. Fiber, LLC (the "Company").

2. Articles of Organization; Member.

a. The Member is the sole member of the Company.

b. The Articles of Organization including Articles of Conversion of the Company as filed on April 26, 2006 (the "Articles of Organization"), are hereby affirmed and ratified by the Member.

c. The Member or an Officer shall execute, deliver and file any other certificates (and any amendments and/or restatements thereof) necessary for the Company to do business in a jurisdiction in which the Company may wish to conduct business.

3. Purpose. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, engaging in any lawful act or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary, convenient, desirable or incidental to the foregoing.

4. Powers. In furtherance of its purposes, the Company (i) shall have and exercise all powers necessary, convenient or incidental to accomplish its purposes as set forth in Section 3 hereof, and (ii) shall have and exercise all of the powers and rights conferred upon limited liability companies formed pursuant to the Act, including, without limitation, the power to:

a. acquire by purchase, lease, contribution of property or otherwise, own, hold, sell, convey, transfer or dispose of any real or personal property which may be necessary, convenient or incidental to the accomplishment of the purpose of the Company;

b. act as a trustee, executor, nominee, bailee, director, officer, agent or in some other fiduciary capacity for any person or entity and to exercise all of the powers, duties, rights and responsibilities associated therewith;

c. take any and all actions necessary, convenient or appropriate as trustee, executor, nominee, bailee, director, officer, agent or other fiduciary, including the granting or approval of waivers, consents or amendments of rights or powers relating thereto and the execution of appropriate documents to evidence such waivers, consents or amendments;

d. operate, purchase, maintain, finance, improve, own, sell, convey, assign, mortgage, lease or demolish or otherwise dispose of any real or personal property which may be necessary, convenient or incidental to the accomplishment of the purposes of the Company;

e. borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Company, and secure the same by mortgage, pledge or other lien on the assets of the Company;

f. invest any funds of the Company pending distribution or payment of the same pursuant to the provisions of this Agreement;

g. prepay in whole or in part, refinance, recast, increase, modify or extend any indebtedness of the Company and, in connection therewith, execute any extensions, renewals or modifications of any mortgage or security agreement securing such indebtedness;

h. enter into, perform and carry out contracts of any kind, including, without limitation, contracts with any person or entity affiliated with the Member, necessary to, in connection with, convenient to, or incidental to the accomplishment of the purposes of the Company;

i. employ or otherwise engage employees, managers, contractors, advisors, attorneys and consultants and pay reasonable compensation for such services;

j. enter into partnerships, limited liability companies, trusts, associations, corporations or other ventures with other persons or entities in furtherance of the purposes of the Company; and

k. do such other things and engage in such other activities related to the foregoing as may be necessary, convenient or incidental to the conduct of the business of the Company, and have and exercise all of the powers and rights conferred upon limited liability companies formed pursuant to the Act.

5. Principal Business Office. The principal business office of the Company shall be located at such location as may hereafter be determined by the Member.

6. Registered Office. The address of the registered office of the Company in the State of North Carolina is 225 Hillsborough Street, Raleigh, North Carolina 27603.

7. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of North Carolina is CT Corporation System, 225 Hillsborough Street, Raleigh, North Carolina 27603.

8. Members. The name and the mailing address of the Member are set forth on Exhibit A attached hereto.

9. Limited Liability. Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a member of the Company.

10. Capital Contributions. The Member shall be deemed admitted as a Member of the Company upon its execution and delivery of this Agreement. The Member shall contribute to the Company the amount, if any, of United States Dollars as is listed on Exhibit A attached hereto.

11. Additional Contributions. The Member is not required to make any additional capital contribution to the Company. However, a Member may make additional capital contributions to the Company with the written consent of the Member.

12. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

13. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make a distribution to any Member on account of its interest in the Company if such distribution would violate the Act or other applicable law.

14. Management. In accordance with Section 57C-3-20 of the Act, management of the Company shall be vested in the Member as sole manager of the Company. The Member as sole manager shall have the power to do any and all acts necessary, convenient or incidental to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of North Carolina. The Member as sole manager has the authority to bind the Company.

15. Officers. The Member may, from time to time as it deems advisable, appoint officers of the Company (the "Officers") and assign in writing titles (including, without limitation, President, Vice President, Secretary, and Treasurer) to any such person. Unless the Member decides otherwise, if the title is one commonly used for officers of a business corporation formed under the North Carolina Business Corporation Act, the assignment of such title shall constitute the delegation to such person of the authorities and duties that are normally associated with that office. Any delegation pursuant to this Section 15 may be revoked at any time by the Member. The Officers appointed by the Member from time to time shall be listed on Exhibit B attached hereto. The Member may revise Exhibit B in its sole discretion at any time.

16. Other Business. The Member may engage in or possess an interest in other business ventures (unconnected with the Company) of every kind and description, independently or with others. The Company shall not have any rights in or to such independent ventures or the income or profits therefrom by virtue of this Agreement.

17. Exculpation and Indemnification. No Member or Officer shall be liable to the Company, or to any other person or entity who or which has an interest in the Company, for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Member or Officer in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Member or Officer by this Agreement, except that a Member or Officer shall be liable for any such loss, damage or claim incurred by reason of such Member's or Officer's willful misconduct. To the fullest extent permitted by applicable law, a Member or Officer shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Member or Officer by reason of any act or omission performed or omitted by such Member or Officer in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Member or Officer by this Agreement, except that no Member or Officer shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Member or Officer by reason of willful misconduct with respect to such acts or omissions; provided, however, that any indemnity under this Section 17 shall be provided out of and to the extent of the Company's assets only, and no Member shall have personal liability on account thereof.

18. Assignments.

a. A Member's entire interest in the Company (the "Membership Interest") is transferable either voluntarily or by operation of law. The Member may sell, assign, convey, exchange, mortgage, pledge, grant, hypothecate or transfer all or a portion of such Member's Membership Interest. In the event of the transfer of less than all of such Member's Membership Interest, the transferee shall become a member of the Company on such terms and conditions as such member, the applicable Member and the Company shall agree upon. In the event of the transfer of the Member's entire Membership Interest, the transferee shall succeed to all of the Member's rights under this Agreement. Upon the transfer of the Member's Membership Merest, the transferee shall become a member of the Company upon the completion of the transfer without further action.

b. Without limiting any of the foregoing, upon the sale, transfer or other disposition of any Member's entire Membership Interest pursuant to any pledge thereof to any lender (or any agent, trustee or other representative for any lender or group of lenders), the transferee of such Membership Interest shall become a member of the Company and shall acquire all right, title and interest of the Member in the Company, including all rights under this Agreement, and the Member shall be withdrawn as a member of the Company hereunder and shall have no further right, title or interest in the Company or under this Agreement.

19. Resignation. A Member may resign from the Company with the written consent of the Member. If a Member is permitted to resign pursuant to this Section 19, an additional member shall be admitted to the Company, subject to the provisions of Section 20, upon execution by such additional member of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective immediately prior to the resignation and, immediately following such admission, the resigning Member shall cease to be a member of the Company.

20. Admission of Additional Members. One (1) or more additional members of the Company may be admitted to the Company with the written consent of the Member.

21. Dissolution.

a. The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (i) the written consent of the Member, (ii) at any time there are no Members of the Company, unless the business of the Company is continued in a manner permitted by the Act, or (iii) the entry of a decree of judicial dissolution under the applicable provisions of the Act.

b. The bankruptcy of a Member shall not cause the Member to cease to be a member of the Company and, upon the occurrence of such an event, the business of the Company shall continue without dissolution.

c. In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale or other disposition of the assets of the Company in an orderly manner), and the assets of the Company shall be applied in the manner and in the order of priority set forth in Section 57C-6-05 of the Act.

22. Severability of Provisions. Each provision of this Agreement shall be considered separable and severable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those provisions of this Agreement which are valid, enforceable and legal.

23. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original for all purposes, but all of which together shall constitute one and the same Agreement.

24. Entire Agreement. This Agreement constitutes the entire agreement of the Member with respect to the subject matter hereof.

25. Governing Law. This Agreement shall be governed by, and construed and enforced under, the laws of the State of North Carolina, without regard to the conflicts of law principles thereof, all rights and remedies being governed by said laws.

26. Amendments. This Agreement may not be amended, modified, changed, altered or supplemented except pursuant to a written agreement executed and delivered by the Member.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Agreement effective as of the 30th day of November, 2012.

Sole Member:

KTI, INC.

By: John W. Casella
Name: John W. Casella
Title:

Acknowledged and Agreed:

U.S. FIBER, LLC

By: John W. Casella
Name: John W. Casella
Title: President and Secretary

EXHIBIT A

Sole Member:

KTI, Inc.
25 Greens Hill Lane
Rutland, VT 05701

EXHIBIT B

Name	Office	Address
John W. Casella	President/Secretary	25 Greens Hill Lane, Rutland, VT 05701
Edwin D. Johnson	Treasurer/Vice President	25 Greens Hill Lane, Rutland, VT 05701
Douglas R. Casella	Vice President	25 Greens Hill Lane, Rutland, VT 05701

Exhibit 5.1

December 3, 2012

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

Re: Registration Statement on Form S-4

Ladies and Gentlemen:

This opinion is furnished to you in connection with the Registration Statement on Form S-4 (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 exchange of up to $128,035,000 aggregate principal amount of 7.75% Senior Subordinated Notes due 2019 (the "Exchange Notes") of Casella Waste Systems, Inc., a Delaware corporation (the "Company"). The Exchange Notes are to be issued pursuant to an indenture, dated as of February 7, 2011, among the Company, the guarantors listed therein and U.S. Bank National Association, as trustee (the "Trustee") (the "Indenture").

The Exchange Notes are to be issued in an exchange offer (the "Exchange Offer") for a like aggregate principal amount of currently outstanding 7.75% Senior Subordinated Notes due 2019 (the "Old Notes").

The Old Notes are fully and unconditionally guaranteed by those subsidiaries of the Company (each individually a "Guarantor" and collectively the "Guarantors") party to the Second Amended and Restated Revolving Credit and Term Loan Agreement, dated as of July 9, 2009, as amended by the Amended and Restated Credit Agreement, dated as of March 18, 2011, as amended, by and among Casella, the Guarantors, the lenders from time to time party thereto and Bank of America, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer, and the Exchange Notes will be fully and unconditionally guaranteed by the Guarantors (the "Exchange Guarantees").

We are acting as counsel for the Company in connection with the issuance by the Company of the Exchange Notes. We have examined signed copies of the Registration Statement, dated as of October 9, 2012, by and among the Company, the guarantors party thereto and the Initial Purchasers (as defined therein), as filed with the Commission. We have also examined and relied upon the Registration Rights Agreement, the Indenture, the forms of the Exchange Notes included in the Indenture, resolutions adopted by the board of directors of the Company and the governing bodies of each of the Guarantors, as provided to us by the Company, the certificate of incorporation and by-laws of the Company, each as restated and/or amended to date, and such other documents as we have deemed necessary for purposes of rendering the opinions hereinafter set forth.

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.

We have assumed the due execution and delivery, pursuant to due authorization, of the Indenture by the Trustee, that the Trustee has all requisite power and authority to effect the transactions contemplated by the Indenture, and that the Trustee or an authenticating agent for the Trustee will duly

authenticate the Exchange Notes pursuant to the Indenture. We have also assumed that the Indenture is the valid and binding obligation of the Trustee and is enforceable against the Trustee in accordance with its terms. We have assumed that there will not have occurred, prior to the date of issuance of the Exchange Notes, any change in law affecting the validity or enforceability of the Exchange Notes or the Exchange Guarantees; that at the time of the issuance of the Exchange Notes, the Exchange Guarantees will have been duly authorized, executed and delivered by the Guarantors in accordance with all applicable laws (excepting the Delaware General Corporation Law (the "DGCL"), the state laws of the State of New York and the federal laws of the United States of America); and that neither the Company nor the Guarantors shall have taken any action to rescind or otherwise reduce their prior authorization of the Exchange Notes and the Exchange Guarantees.

For the purposes of our opinion expressed below regarding the binding obligations of the Guarantors, we have relied on:

A. an opinion letter, dated December 3, 2012, from Pierce Atwood LLP to the Company (i) as to the due organization, valid existence and good standing of Casella Recycling, LLC, KTI Bio Fuels, Inc., KTI Specialty Waste Services, Inc., Maine Energy Recovery Company, Limited Partnership, New England Waste Services of ME, Inc., NEWSME Landfill Operations LLC and Pine Tree Waste, Inc. (the "Maine Guarantors"); (ii) that each of the Maine Guarantors has the corporate power and corporate authority to perform its obligations under the Guarantees; and (iii) that the Guarantees have been duly authorized for issuance pursuant to the Indenture and have been duly executed by each Maine Guarantor.

B. an opinion letter, dated December 3, 2012, from Cohen & Grigsby, PC to the Company (i) as to the due organization, valid existence and good standing of Casella Waste Management of Pennsylvania, Inc. (the "Pennsylvania Guarantor"); (ii) that the Pennsylvania Guarantor has the corporate power and corporate authority to perform its obligations under the Guarantees; and (iii) that the Guarantees have been duly authorized for issuance pursuant to the Indenture and have been duly executed by the Pennsylvania Guarantor.

C. an opinion letter, dated December 3, 2012, from Fox Rothschild LLP to the Company (i) as to the due organization, valid existence and good standing of KTI, Inc. and KTI Environmental Group, Inc. (the "New Jersey Guarantors"); (ii) that each of the New Jersey Guarantors has the corporate power and corporate authority to perform its obligations under the Guarantees; and (iii) that the Guarantees have been duly authorized for issuance pursuant to the Indenture and have been duly executed by each New Jersey Guarantor.

D. an opinion letter, dated December 3, 2012, from Cleveland, Waters & Bass, P.A. to the Company (i) as to the due organization, valid existence and good standing of Colebrook Landfill, LLC, CWM All Waste LLC and Forest Acquisitions, Inc. (the "New Hampshire Guarantors"); (ii) that each of the New Hampshire Guarantors has the corporate power and corporate authority to perform its obligations under the Guarantees; and (iii) that the Guarantees have been duly authorized for issuance pursuant to the Indenture and have been duly executed by each New Hampshire Guarantor.

E. an opinion letter, dated December 3, 2012, from Paul Frank + Collins, P.C. to the Company (i) as to the due organization, valid existence and good standing of All Cycle Waste, Inc., Bristol Waste Management, Inc., C.V. Landfill, Inc., Casella Major Account Services, LLC, Casella Transportation, Inc., Casella Waste Management, Inc., New England Waste Services of Vermont, Inc., New England Waste Services, Inc., Newbury Waste Management, Inc., Sunderland Waste Management, Inc. and Winters Brothers, Inc. (the "Vermont Guarantors"); (ii) that each of the Vermont Guarantors has the corporate power and corporate authority to perform its obligations under the Guarantees; and (iii) that the Guarantees have been duly authorized for issuance pursuant to the Indenture and have been duly executed by each Vermont Guarantor.

F. an opinion letter, dated December 3, 2012, from Brooks, Pierce, McLendon, Humphrey & Leonard, LLP to the Company (i) as to the due organization, valid existence and good standing of U.S. Fiber, LLC (the "North Carolina Guarantor"); (ii) that the North Carolina Guarantor has the corporate power and corporate authority to perform its obligations under the Guarantees; and (iii) that the Guarantees have been duly authorized for issuance pursuant to the Indenture and have been duly executed by the North Carolina Guarantor.

We express no opinion herein as to the laws of any jurisdiction other than the state laws of the Commonwealth of Massachusetts, the Commonwealth of Virginia, the State of New York, the DGCL and the federal laws of the United States of America.

Our opinions below are qualified to the extent that they may be subject to or affected by (x) applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, fraudulent transfer or similar laws relating to or affecting the rights of creditors generally, (y) duties and standards imposed on creditors and parties to contracts, including, without limitation, requirements of good faith, reasonableness and fair dealing, and (z) general principles of equity, including the availability of any equitable or specific remedy, or the successful assertion of any equitable defense.

Based upon and subject to the foregoing, we are of the opinion that the Exchange Notes and the Exchange Guarantees, when the Exchange Notes have been duly executed by the Company, authenticated by the Trustee in the manner provided by the Indenture and issued and delivered against surrender of the Old Notes in accordance with the terms and conditions of the Registration Rights Agreement, the Indenture and the Exchange Offer, will be valid and binding obligations of the Company and the Guarantors, respectively.

It is understood that this opinion is to be used only in connection with the offer and exchange of the Exchange Notes while the Registration Statement is in effect.

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 we disclaim any obligation to advise you of any change in any of these sources of law or subsequent legal or factual developments which 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 Amendment No. 1 to the Registration Statement in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act and to the use of our name therein and in the related prospectus 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 or the rules and regulations of the Commission.

Very truly yours,

WILMER CUTLER PICKERING
HALE AND DORR LLP

/s/ JEFFREY A. STEIN

By: Jeffrey A. Stein, *a Partner*

Exhibit 5.2

Fox Rothschild LLP
ATTORNEYS AT LAW

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

December 3, 2012

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

Re: Guarantees by wholly-owned New Jersey subsidiaries of Casella Waste Systems, Inc., a Delaware corporation (the "Parent"), of up to $128,035,000 aggregate principal amount of 7.75% Senior Subordinated Notes due 2019 (the "Exchange Notes") of the Parent, which are to be issued pursuant to an indenture, dated as of February 7, 2011 (the "Indenture"), among the Parent, the guarantors listed therein and U.S. Bank National Association, as trustee (the "Trustee"), in an exchange offer (the "Exchange Offer"), for a like aggregate principal amount of outstanding 7.75% Senior Subordinated Notes due 2019 as to which such New Jersey subsidiaries are included as guarantors.

Ladies and Gentlemen:

We have served as local New Jersey counsel for the following corporations:

(i) KTI, Inc., a New Jersey corporation ("KTI"), and

(ii) KTI Environmental Group, Inc., a New Jersey corporation ("KTIEG").

KTI and KTIEG are herein sometimes referred to collectively as the "NJ Subsidiaries"). Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Indenture.

This opinion letter (this "Opinion") is being furnished to you at your request as the Parent in connection with the Registration Statement on Form S-4 (the "Registration Statement"), filed with the United States Securities and Exchange Commission (the "Commission") relating to the registration under the federal Securities Act of 1933, as amended (the "Securities Act"), of the issuance and exchange of the Exchange Notes in the Exchange Offer.

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 form of Exchange Notes;
(c) The Subsidiary Guarantee of the Exchange Notes, dated October 9, 2012, made by each of the NJ Subsidiaries and the other Guarantors under Article Eleven of the Indenture in favor of the Holder of the Note and the Trustee (the "Guarantee");
(d) Amendment No. 1 to the Registration Statement;
(e) The Restated Certificate of Incorporation of KTI (with the previous names of KTI Holdings, Inc. and KTI Environmental Group, Inc.), filed in the Department of State of the State of New Jersey on July 12, 1994, as amended through and including February 7, 2011;
(f) The Bylaws of KTI as amended through and including February 7, 2011;
(g) Certificate of Incorporation of KTIEG (with the previous name of Kuhr Technologies, Inc.), filed in the Department of State of the State of New Jersey on November 9, 1962, as amended through and including February 7, 2011;
(h) The Bylaws of KTIEG as amended through and including February 7, 2011;
(i) Good Standing Certificate for KTI, certified by the Department of the Treasury of the State of New Jersey on November 29, 2012;
(j) Good Standing Certificate for KTIEG, certified by the Department of the Treasury of the State of New Jersey on November 29, 2012; and
(k) Certificate of Secretary of Applicable Subsidiaries, dated December 3, 2012, including Annexes thereto (the "Secretary's Certificate").

The documents in (a) through (c) above are herein referred to as collectively, as the "Transaction Documents." The documents in (e) through (h) above are herein referred to as the "NJ Subsidiary Documents." We call to your attention that 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.

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, except for the specific opinions covered by this Opinion, we have relied upon the opinion issued on December 3, 2012 by Wilmer Cutler Pickering Hale and Dorr LLP (the "WilmerHale Opinion"), to you as of such date.

We have assumed that, except to the extent of the specific opinions contained herein applicable to each of the NJ Subsidiaries, each of the NJ Subsidiaries and each of the parties to the Transaction Documents other than the NJ Subsidiaries (collectively, the "Other Parties"), has satisfied all applicable legal requirements necessary to make the Transaction Documents enforceable against it, and each of the Other Parties 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. We have also assumed that the conduct 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 and no undisclosed prior waiver of any right or remedy contained in the Transaction Documents.

As to any facts material to our opinions expressed herein, we have relied upon the representations and warranties of the NJ Subsidiaries contained in the Transaction Documents and upon the Secretary's Certificate with respect to certain factual matters. In this regard, we have assumed: (i) the due authorization, execution and delivery of the Transaction Documents by all of the Other Parties thereto; (ii) 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 (iii) that the Transaction Documents constitute a legal, valid and binding obligation of each of the NJ Subsidiaries and 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 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 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 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 (i) above, KTI is a corporation duly incorporated and in good standing under the laws of the State of New Jersey.

2. Based solely upon the Good Standing Certificate in (j) above, KTIEG is a corporation duly incorporated and in good standing under the laws of the State of New Jersey.

3. Each of KTI and KTIEG has the corporate power to carry on any lawful business for which a corporation may be formed in the Commonwealth of Pennsylvania and to execute and deliver the Transaction Documents and to perform its obligations thereunder.

4. The execution and delivery by each of KTI and KTIEG of the Transaction Documents to which it is a party and the performance by each of them of its obligations thereunder have been duly authorized by all necessary corporate action of each of KTI and KTIEG.

5. The Transaction Documents to which each of KTI and KTIEG is a party have been duly executed and delivered by each of them.

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

7. No consent, 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 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 KTI and KTIEG under the Transaction Documents, or the consummation of the transactions contemplated thereby.

8. No taxes or other charges, including, without limitation, intangible or documentary stamp taxes, recording taxes, transfer taxes or similar charges, are payable to New Jersey on account of the execution and delivery by each of KTI and KTIEG of the Transaction Documents or the creation of the indebtedness evidenced under the Transaction Documents.

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

(a) We express no opinion as to the effect of any law, rule or regulation concerning securities; trademarks, patents, copyrights and trade secrets; antitrust; taxes; pollution, hazardous substances or environmental protection; zoning, land use, building, or construction; labor; or 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, 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).

(b) 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 interest or the priority of any security interest or the perfection or the priority of any mortgage or other lien.

(c) Our opinions in paragraph 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 (a) above) 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.

(d) Our opinion 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 is limited to the matters stated herein, and no opinion is implied or may be inferred beyond the matters expressly stated. This Opinion 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.

This Opinion and the opinions contained herein may be relied on by you and Wilmer Cutler Pickering Hale and Dorr LLP in its rendering of the WilmerHale Opinion but may not be relied upon by any other person or entity without our prior written consent and, except as provided in the immediately succeeding paragraph, may not be used, circulated, furnished, quoted or otherwise referred to for any other purpose without our prior written consent.

We hereby consent to the filing of this Opinion with the Commission as an exhibit to Amendment No. 1 to the Registration Statement filed by the Parent in connection with the registration of the Exchange Notes, and to the use of our name therein and in the related prospectus under the caption "Legal Matters."

Very truly yours,

/s/ Fox Rothschild LLP

Exhibit 5.3

December 3, 2012

[Letterhead of Paul Frank + Collins P.C.]

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

Re: Vermont Guarantors that are Additional Registrants to the Registration Statement dated November 2, 2012 issued by CASELLA WASTE SYSTEMS, INC.

Ladies and Gentlemen:

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. Winters Brothers, Inc.
10. Casella Transportation, Inc.
11. Casella Major Account Services, LLC

The first ten 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".

This opinion is furnished to you in connection with the Registration Statement on Form S-4, as amended (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 exchange of up to $128,035,000 aggregate principal amount of 7.75% Senior Subordinated Notes due 2019 (the "Exchange Notes") of Casella Waste Systems, Inc., a Delaware corporation (the "Company"). The Exchange Notes are to be issued

pursuant to an indenture, dated as of February 7, 2011, among the Company, the guarantors listed therein and U.S. Bank National Association, as trustee (the "Trustee") (the "Indenture").

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 resolutions adopted by the directors of each Corporate Vermont Guarantor and by the member of the LLC Vermont Guarantor authorizing each Vermont Guarantor to execute the Transaction Documents 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 November 28, 2012 (the "Good Standing Certificates");

g) A certificate dated as of December 3, 2012 and executed by an officer of each Vermont Guarantor certifying certain factual matters (the "Officer's Certificates");

h) The Registration Statement;

i) The Indenture;

j) The Exchange Notes; and

k) The Subsidiary Guarantee of the Exchange Notes.

Documents (a) through (g) are referred to collectively as the "Business Entity Documents." Copies of Documents (a) through (d) were provided to us by an associate general counsel for Casella Waste Systems, Inc., and we have relied on Casella Waste Systems, Inc. to provide us with true and complete copies of such documents. Documents (h) through (k) are referred to collectively as the "Transaction Documents." The Business Entity Documents and the Transaction Documents are referred collectively as the "Documents."

In rendering the opinions set forth below, we have, with your consent, relied only upon the examination of the Documents and have made no independent verification or investigation as to the factual matters set forth in the Documents.

In our examination, we have assumed the genuineness of all signatures, the legal competence of all natural persons signing documents, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified or photostatic copies, email and facsimile transmissions thereof, and the authenticity of the originals of such documents. We have assumed that the Business Entity Documents provided to us are complete and current.

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 tax good standing of the Vermont Guarantors in any jurisdiction, including without limitation, the State of Vermont, (iii) as to the enforceability of the Transaction Documents, (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;

B) with respect to the first opinion set forth below, that the incorporator or directors of each Corporate Vermont Guarantor duly adopted appropriate organizational resolutions, copies of which have not been provided to us; and

C) each Transaction Document constitutes the legal, valid, and binding obligation of each party thereto enforceable against such party in accordance with its terms.

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 each of the Transaction Documents. Based solely upon the Officer's Certificates

and the copies of executed Transaction Documents provided to us, the Transaction Documents have been duly authorized by all requisite corporate or limited liability company action, duly authorized, duly executed and delivered by each Vermont Guarantor.

3. 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, or other organizational or governing documents and do not violate the provisions of any law, rule, regulation or administrative or court decree of the State of Vermont.

4. The Guarantees of the Notes by the Vermont Guarantors are in the respective forms contemplated by the Indenture, have been duly authorized for issuance pursuant to the Registration Rights Agreement and the Indenture and have been duly executed by each Vermont Guarantor.

****

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 we disclaim any obligation to advise you of any change in any of these sources of law or subsequent legal or factual developments that might affect any matters or opinions set forth herein.

This opinion is solely for the reliance of the addressee and its counsel, WilmerHale, and may not be quoted or relied upon by, nor may copies be delivered to, any other person or used for any other purpose without our prior written consent; provided, however, that we hereby consent to the filing of this opinion with the Securities and Exchange Commission as an exhibit to Amendment No. 1 to the Registration Statement on Form S-4, filed by the Company in connection with the registration of the Exchange Notes, and to the use of our name therein and in the related prospectus under the caption "Legal Matters."

Very truly yours,
PAUL FRANK + COLLINS P.C.
/s/ Paul Frank + Collins P.C.

Exhibit 5.4

cohen&grigsby | a culture of performance

December 3, 2012

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

Re: Subsidiary Guarantee of Casella Waste Management of Pennsylvania, Inc.

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 Subsidiary Guarantee (defined below). This Opinion Letter is being delivered to the addressee (the "**Opinion Recipient**") in connection with the Registration Statement on Form S-4 (the "**Registration Statement**"), filed with the Securities and Exchange Commission (the "**Commission**") relating to the registration under the Securities Act of 1933, as amended, of the issuance and exchange of up to $128,035,000 aggregate principal amount of 7.75% Senior Subordinated Notes due 2019 (the "**Exchange Notes**") of Casella Waste Systems, Inc., a Delaware corporation ("**Parent**"). The Exchange Notes are to be issued pursuant to an Indenture, dated as of February 7, 2011, among Parent, the guarantors listed therein and U.S. Bank National Association, as trustee (the "**Indenture**").

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 October 9, 2012 by the Company and the other Guarantors party thereto in favor of the holders of the Exchange Notes (the "**Subsidiary Guarantee**").

2. The Indenture.

3. The forms of Exchange Notes.

4. The Subsistence Certificate of the Company issued by the Commonwealth of Pennsylvania Department of State on November 27, 2012 (the "**Subsistence Certificate**").

5. The Certificate of Secretary of Applicable Subsidiaries dated December 3, 2012 (the "**Secretary Certificate**"), and the Written Action of the Subsidiaries of Casella Waste Systems, Inc. dated September 12, 2012 (the "**Resolutions**") and the Incumbency Certificate, each as attached to the Secretary Certificate.

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

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

8. Amendment No. 1 to the Registration Statement on Form S-4 to be filed with the Commission on December 3, 2012 relating to the registration of the Exchange Notes of Parent.

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 execute, deliver and perform the Subsidiary Guarantee, (b) has obtained all corporate authorizations and approvals which are necessary for it to execute, deliver and perform the Subsidiary Guarantee and (c) has duly executed and delivered the Subsidiary Guarantee.

We hereby consent to the filing of this Opinion Letter with the Commission as an exhibit to Amendment No. 1 to the Registration Statement on Form S-4, filed by Parent in connection with the registration of the Exchange Notes, and to the use of our name therein and in the related prospectus under the caption "Legal Matters".

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. This Opinion Letter may be relied upon by Opinion Recipient and Wilmer Cutler Pickering Hale & Dorr LLP ("**WilmerHale**") only in

connection with the execution and delivery of the Subsidiary Guarantee and for the purpose specified in the foregoing paragraph, and may not be used or relied upon by the Opinion Recipient, WilmerHale or any other person for any other purpose whatsoever, without in each instance our prior written consent.

Very truly yours,

/s/ Cohen & Grigsby, P.C.
COHEN & GRIGSBY, P.C.

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 Subsidiary Guarantee.

3. All natural persons involved in the transactions contemplated by the Subsidiary 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 Subsidiary Guarantee or any certificate delivered in connection therewith are genuine.

4. An executed original of the Subsidiary Guarantee has been delivered to the person(s) to whom the Subsidiary Guarantee is required to be delivered under the terms of the Indenture.

5. The Exchange Notes are the "Exchange 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. With respect to our Opinions in Paragraph C-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 applicability of, or compliance with, any local law or regulation;

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

(e) 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 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 Subsidiary Guarantee, the Indenture, or the Exchange Notes 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 5.5

Merrill's Wharf
254 Commercial Street
Portland, ME 04101

PH 207.791.1100
FX 207.791.1350

pierceatwood.com

December 3, 2012

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

Re: Casella Waste Systems, Inc. 7 3/4% Senior Subordinated Notes Due 2019

Ladies and Gentlemen:

We have acted as special Maine counsel for the guarantors listed on Exhibit A attached hereto (the "Maine Guarantors"), in connection with the issuance and exchange of up to $128,035,000 aggregate principal amount of 7 3/4% Senior Subordinated Notes due 2019 (the "Exchange Notes") of Casella Waste Systems, Inc., a Delaware corporation ("Casella"). The Exchange Notes are being issued under the Indenture, dated as of February 7, 2011 (the "Indenture"), among Casella, the Maine Guarantors and the other guarantors named therein, and U.S. Bank National Association, as trustee (the "Trustee"). Each of the Maine Guarantors is providing a guarantee of the Exchange Notes (collectively, the "Guarantees") as set forth in the indenture. The Exchange Notes are to be issued in an exchange offer for a Like aggregate principal amount of currently outstanding 7.75% Senior Subordinated Notes due 2019 of Casella. This opinion is furnished to you in connection with the Registration Statement on Form S-4 (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 exchange of the Exchange 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 February 3, 2011 (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 September 12, 2012, 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 February 3, 2011 (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 February 3, 2011 (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 September 12, 2012, 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 September 12, 2012, 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; and

(l) A Certificate of Good Standing for each Maine Guarantor, dated November 27, 2012, obtained from the Secretary of State (the "Certificates").

For purposes of this opinion, we have not reviewed any documents other than the documents listed in paragraphs (a) through (l) 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 December 3, 2012 (the "Secretary's Certificate"). In particular, we have not reviewed any document (other than the documents listed in paragraphs (a) through (l) above and the Secretary's Certificate) that is referred to in or incorporated by reference into the documents reviewed by us. 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) that each of the signatories to the Indenture other than the Maine Guarantors has all requisite power and authority and has taken all necessary corporate or other actions to execute and deliver the Indenture and to effect the transactions contemplated thereby, (c) the accuracy and completeness of all statements contained in certificates of public officials, upon which we have relied in preparing this opinion, and (d) 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. 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 Guarantees have been duly authorized for issuance pursuant to the Indenture and have been duly executed and delivered by each Maine Guarantor.

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 Exchange Notes 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.

This letter is being rendered and delivered solely to and for the benefit of Casella and its counsel, Wilmer Hale, in connection with the matter described in the first paragraph above; accordingly, it may not be delivered to or relied upon by any other person (including, without limitation, any person who acquires the Exchange Notes from Casella), quoted or filed with any governmental authority or other regulatory agency or otherwise circulated or utilized for any other purpose without our prior written consent.

We hereby consent to the filing of this opinion with the Commission as an exhibit to Amendment No. 1 to the Registration Statement, filed by the Casella in connection with the registration of Exchange Notes, and to the use of our name therein and in the related prospectus under the caption “Legal matters.”

Very truly yours,

PIERCE ATWOOD LLP

By: /s/ David J. Champoux
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

Exhibit 5.6

[Letterhead of Cleveland, Waters and Bass, P.A.]

BRYAN K. GOULD, ESQUIRE
603-224-7761 EXT. 237

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

December 3, 2012

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

Re: Casella Waste Systems, Inc. (the "Company")
Form S-4 Registration Statement Filed on November 2, 2012

Dear Ladies and Gentlemen:

We are special local counsel to Colebrook Landfill LLC, CWM All Waste LLC (collectively, the "New Hampshire LLCs"), and Forest Acquisitions, Inc. (the "New Hampshire Corporation"). Each of the New Hampshire LLCs and the New Hampshire Corporation (collectively, the "New Hampshire Subsidiaries") is a subsidiary of the Company.

This opinion is furnished to you in connection with the Registration Statement on Form S-4 (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 exchange of up to $128,035,000 aggregate principal amount of 7.75% Senior Subordinated Notes due 2019 (the "Exchange Notes") of the Company. The Exchange Notes are to be issued pursuant to an indenture, dated as of February 7, 2011, among the Company, the guarantors listed therein and U.S. Bank National Association, as trustee (the "Trustee") (the "Indenture").

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

1. Certificate of Secretary of Applicable Subsidiaries (including, among others, the New Hampshire Subsidiaries) dated as of October 9, 2012, and executed by John W. Casella as Secretary, together with Annexes A, B, and C thereto;

2. Certificate of Secretary of Applicable Subsidiaries (including, among others, the New Hampshire Subsidiaries) dated as of December 3, 2012, and executed by John W. Casella as Secretary, together with Annexes A, B, C, and D thereto;

TELEPHONE: 1-800-370-7761 FAX: 603-224-6457 EMAIL: GOULDB@CWBPA.COM

3. Subsidiary Guarantee dated October 9, 2012 (the "Subsidiary Guarantee"), and executed by Edwin Johnson as Vice-President and Treasurer on behalf of the New Hampshire Subsidiaries, among others;

4. The Indenture;

5. Certificates of Legal Existence for each of the New Hampshire Subsidiaries from the New Hampshire Secretary of State, dated November 28, 2012;

6. Articles of Incorporation and Certificates of Formation, as applicable, for each of the New Hampshire Subsidiaries, certified by the New Hampshire Secretary of State on November 30, 2012;

7. Unanimous Written Consents of Board of Directors dated July 6, 2010, vesting Edwin Johnson with authority to execute documents on behalf of each of the New Hampshire Subsidiaries;

8. The form of Note attached as Exhibit A to the Indenture; and

9. The Registration Statement.

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 and the conformity with original documents of all copies submitted to us as conformed 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. We have relied on certificates of public officers 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. To the extent that the Subsidiary Guarantee or other matters to which this opinion relates are governed by the laws of any other state, we have assumed that the law of such state is identical to New Hampshire law.

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

1. Each of the New Hampshire LLCs 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, as the case may be, to enter into the Subsidiary Guarantee.

3. The Subsidiary Guarantee has been duly authorized by all necessary corporate or limited liability company actions, as the case may be, on behalf of the New Hampshire Subsidiaries and has been duly executed and delivered on behalf of each of the New Hampshire Subsidiaries.

We express no opinion as to the validity or enforceability of the Subsidiary Guarantee or any other agreement or obligation undertaken by the New Hampshire Subsidiaries.

We hereby consent to the filing of this opinion with the Securities and Exchange Commission as an exhibit to Amendment No. 1 to the Registration Statement on Form S-4, filed by the Company in connection with the registration of the Exchange Notes, and to the use of our name therein and in the related prospectus under the caption "Legal Matters."

This opinion is being delivered to the addressee hereof solely in connection with the transactions outlined above. It may not be relied upon in connection with other matters and may not be relied upon by parties other than the Company and its counsel Wilmer Cutler Pickering Hale & Dorr LLP without our prior written consent. 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/ Bryan K. Gould
Bryan K. Gould, Esq.
A Director

BKG:bmb

Exhibit 5.7

December 3, 2012

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

Re: U.S. Fiber, LLC, as a Subsidiary of Casella Waste Systems, Inc.

Ladies and Gentlemen:

This opinion is furnished to you in connection with the Registration Statement on Form S-4 (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 exchange of up to $128,035,000 aggregate principal amount of 7.75% Senior Subordinated Notes due 2019 (the "Exchange Notes") of Casella Waste Systems, Inc., a Delaware corporation ("Casella"). As set forth in the Registration Statement, the Exchange Notes are to be issued pursuant to an indenture (the "Indenture"), dated as of February 7, 2011, among Casella, the guarantors listed therein and U.S. Bank National Association, as trustee (the "Trustee").

You have represented that the Exchange Notes are to be issued in an exchange offer (the "Exchange Offer") for a like aggregate principal amount of currently outstanding 7.75% Senior Subordinated Notes due in 2019 (the "Old Notes") and the Old Notes are fully and unconditionally guaranteed by those subsidiaries of Casella (each individually a "Guarantor", and collectively the "Guarantors") who are parties to the Second Amended and Restated Revolving Credit and Term Loan Agreement, dated as of July 9, 2009, as amended by the Amended and Restated Credit Agreement, dated as of March 18, 2011, as amended, by and among Casella, the Guarantors, Bank of America, N.A., as administrative agent, and the lenders party thereto, and the Exchange Notes will be fully and unconditionally guaranteed by the Guarantors.

Solely for the purpose of furnishing this letter, we have acted as special North Carolina counsel to U.S. Fiber, LLC, a North Carolina limited liability company ("U.S. Fiber"), formerly U.S. Fiber, Inc., a North Carolina corporation, and currently a wholly owned subsidiary of KTI, Inc., a New Jersey corporation ("KTI"), which is a wholly owned subsidiary of Casella, in connection with the issuance by U.S. Fiber of that certain Subsidiary Guarantee Agreement dated October 9, 2012 (the "Guarantee").

In connection with our opinions below, we have examined and relied upon originals or copies, certified or otherwise identified to our satisfaction to be exact reproductions of the following documents (hereinafter the "Transaction Documents"):

1. The Indenture;

2. The Form of Exchange Note (as defined below);

3. The Guarantee;

4. Form of Amendment No. 1 to Form S-4 Registration Statement for Casella Waste Systems, Inc. (Registration No. 333-184735) to be filed December 3, 2012;

5. Articles of Organization of U.S. Fiber filed with the North Carolina Secretary of State on April 28, 2006 (the "Articles of Organization");

6. The Amended and Restated Operating Agreement of U.S. Fiber, LLC dated as of November 30, 2012, executed by KTI, as the sole member (the "Operating Agreement", and collectively with the Articles of Organization, the "Organizational Documents");

7. The Certificate of Existence issued by the North Carolina Secretary of State for U.S. Fiber dated November 29, 2012 (the "North Carolina Certificate of Existence");

8. Written Action of the Subsidiaries of Casella Waste Systems, Inc. dated September 12, 2012, authorizing the transactions set forth in the Transaction Documents described in numbers 1 through 3 above (the "Written Consent"); and

9. The Certificate of the Secretary of Applicable Subsidiaries dated December 3, 2012 (the "Subsidiary Certificate").

In rendering the opinions set forth below, with your express permission and without independent verification or investigation, we have assumed each of the following:

(a) Each person, other than U.S. Fiber, executing or delivering any of the Transaction Documents or Organizational Documents, whether individually or on behalf of an entity, is duly authorized to do so.

(b) Each natural person executing any of the Transaction Documents or Organizational Documents has sufficient legal capacity to enter into such Transaction Documents and perform the transactions contemplated thereby.

(c) All signatures are genuine. All documents submitted to us as originals are authentic, and all documents submitted to us as certified or photostatic copies conform to the original documents. In addition, we have assumed all facsimile, portable document format (pdf) or other copies of U.S. Fiber's signature are accurate.

(d) There are no agreements or understandings among the parties to or bound by the transactions contemplated by the Transaction Documents other than the Transaction Documents, and there is no usage of trade or course of prior dealing among such parties, that would define, modify, waive, or qualify the terms of the Transaction Documents.

(e) All certificates, representations, correspondences and other documents on which we have relied that were given or dated on or prior to the date hereof are and continue to remain accurate, insofar as is relevant to our opinions, from such earlier date through and including the date of this letter.

(f) KTI is the sole member of U.S. Fiber. KTI is a wholly owned subsidiary of Casella.

(g) As to all facts material to the opinions expressed below, we have relied upon the representations and warranties set forth in the Transaction Documents and written certifications and representations of officers, managers and other representatives of U.S. Fiber or others and have assumed, without independent inquiry, the accuracy of those certifications and representations. We have not attempted to independently verify any factual matters in connection with the giving of the opinions set forth below.

(h) Each officer, member and/or manager executing the Written Consent and the Subsidiary Certificate on behalf of KTI and Casella is duly authorized to do so.

(i) The Exchange Notes will be issued in a form substantially similar to the form attached as Exhibit A to the Indenture (the "Form of Exchange Note").

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

1. Based solely on the North Carolina Certificate of Existence, U.S. Fiber is a limited liability company duly organized, validly existing and in good standing under the laws of the State of North Carolina.

2. The Organizational Documents do not limit U.S. Fiber's limited liability company power and authority to guarantee the obligations set forth in the Exchange Notes, and U.S. Fiber is duly authorized to guarantee the Exchange Notes.

3. The Guarantee has been duly executed and delivered by U.S. Fiber.

All of the opinions set forth in this letter are expressly limited and qualified as follows:

a. The opinions expressed herein are limited to matters governed by the laws of the State of North Carolina only, and no opinion is expressed as to any issue which is governed by the laws of any other jurisdiction. We express no opinion concerning any matter respecting or

affected by any laws other than laws that a lawyer in the State of North Carolina exercising customary professional diligence would reasonably recognize as being directly applicable to U.S. Fiber and/or the Transaction Documents.

b. We express no opinion as to U.S. Fiber's compliance with any representation, warranty, covenant, agreement, condition or other term of the Transaction Documents.

c. We express no opinion with respect to the enforceability of the Guarantee or any of the other Transaction Documents or any provision thereof.

d. This letter is limited to matters in existence as of the date of this letter, and we undertake no responsibility to revise or supplement this letter or our opinions herein to reflect any subsequent change in the law or facts.

e. We have acted as special North Carolina counsel to U.S. Fiber in connection with issuance by U.S. Fiber of the Guarantee, and this letter is given solely in our capacity as special North Carolina counsel to U.S. Fiber. We do not serve as general counsel for U.S. Fiber with respect to matters not related to the Transaction Documents. No opinion is expressed herein as to any matter relating to the Trustee, KTI, Casella, any other Guarantor or any other person or party.

f. We have not personally witnessed the execution or delivery of any Transaction Document by any party. With respect to our opinion on the delivery by U.S. Fiber of the Guarantee, we have relied solely on the Subsidiary Certificate with your permission and without independent inquiry as to the accuracy of the certifications made in the Subsidiary Certificate; however, we have no actual knowledge or reason to believe that such delivery was not performed.

g. Our opinions are limited to matters expressly stated herein, and no opinion may be inferred or implied beyond the matters expressly stated.

h. The opinions set forth herein are rendered as of the date set forth above, and we have no obligation to update or supplement our opinions to reflect any facts which may hereafter come to our attention or any changes in law which may hereafter occur.

i. The opinions set forth in this letter represent our professional judgment as to the matters described herein; they are not binding upon U.S. Fiber or any court or other tribunal; and they do not represent any guaranty of any particular result or circumstances.

Except as specifically provided herein, our opinions herein are solely for your and your assignees' benefit and solely for the purposes of the transactions described herein. Our opinions may not be used or relied upon by any other person except Wilmer Cutler Pickering Hale and Dorr LLP ("WilmerHale"), and neither you nor WilmerHale are entitled to rely on such opinions in any context other than for the purposes of the transactions described herein. Except as

otherwise specifically provided in the following paragraph, our opinions may not be disclosed, quoted, filed with a governmental agency or otherwise referred to without our prior written consent.

We hereby consent to the filing of this letter with the Commission as an exhibit to Amendment No. 1 to the Registration Statement, filed by Casella in connection with the registration of the Exchange Notes, and to the use of our name therein and in the related prospectus under the caption "Legal Matters."

Very truly yours,

/s/ Brooks, Pierce, Mclendon, Humphrey & Leonard, L.L.P

BROOKS, PIERCE, MCLENDON, HUMPHREY & LEONARD, L.L.P.

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Amendment No. 1 to the Registration Statement on Form S-4 of Casella Waste Systems, Inc. and its subsidiaries (the Company) of our report dated June 28, 2012, relating to our audits of the consolidated financial statements and the financial statement schedule as of and for the years ended April 30, 2012 and 2011 and the effectiveness of the Company's internal control over financial reporting as of April 30, 2012, which appears in the Annual Report on Form 10-K of Casella Waste Systems, Inc. and its subsidiaries for the year ended April 30, 2012, including the adjustments that were applied to the 2010 consolidated financial statements to retrospectively reflect discontinued operations. We also consent to the reference to our firm under the caption "Experts" in the Prospectus, which is part of this Registration Statement.

/s/ McGladrey LLP

Boston, Massachusetts
December 3, 2012

Exhibit 23.2

CONSENT OF INDEPENDENT ACCOUNTANTS

We hereby consent to the incorporation by reference in this Amendment No. 1 to the Registration Statement on Form S-4 of Casella Waste Systems, Inc. of our report dated June 11, 2012 relating to the financial statements of US GreenFiber, LLC, which appears in Casella Waste Systems, Inc.'s Annual Report on Form 10-K for the year ended April 30, 2012.

/s/ PricewaterhouseCoopers LLP

Charlotte, North Carolina
December 3, 2012

Exhibit 23.3

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Amendment No. 1 to the Registration Statement on Form S-4 of Casella Waste Systems, Inc. and its subsidiaries of the report of Caturano and Company, P.C. (whose name has since been changed to Caturano and Company, Inc.) dated June 10, 2010, relating to the consolidated financial statements and financial statement schedule for the year ended April 30, 2010 of Casella Waste Systems, Inc. and its subsidiaries appearing in the Annual Report on Form 10-K of Casella Waste Systems, Inc. for the year ended April 30, 2012. We were not engaged to audit, review, or apply any procedures to the adjustments to retroactively reflect the discontinued operations described in Note 16 to those consolidated financial statements, accordingly, we do not express an opinion or any other form of assurance about whether such adjustments are appropriate and have been properly applied. Those adjustments were audited by McGladrey LLP, as stated in their report appearing therein. We also consent to the reference to our firm under the caption "Experts" in the Prospectus, which is part of this Registration Statement.

/s/ Caturano and Company, Inc.

Boston, Massachusetts
December 3, 2012

Exhibit 25.1

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY UNDER THE TRUST INDENTURE ACT OF 1939 OF A CORPORATION DESIGNATED TO ACT AS TRUSTEE

☐ **Check if an Application to Determine Eligibility of a Trustee Pursuant to Section 305(b)(2)**

U.S. BANK NATIONAL ASSOCIATION

(Exact name of Trustee as specified in its charter)

31-0841368
I.R.S. Employer Identification No.

800 Nicollet Mall
Minneapolis, Minnesota — **55402**
(Address of principal executive offices) — (Zip Code)

Arthur L. Blakeslee
U.S. Bank National Association
225 Asylum Street
Hartford, Connecticut 06103
(860) 241-6859
(Name, address and telephone number of agent for service)

Casella Waste Systems, Inc.
(Issuer with respect to the Securities)

Delaware
(State or other jurisdiction of incorporation or organization)

03-0338873
(I.R.S. Employer Identification No.)

25 Greens Hill Lane
Rutland, Vermont — **05701**
(Address of Principal Executive Offices) — (Zip Code)

7.75% Senior Secured Notes Due 2019
(Title of the Indenture Securities)

FORM T-1

Item 1. **GENERAL INFORMATION.** Furnish the following information as to the Trustee.

a) *Name and address of each examining or supervising authority to which it is subject.*

Comptroller of the Currency
Washington, D.C.

b) *Whether it is authorized to exercise corporate trust powers.*

Yes

Item 2. **AFFILIATIONS WITH OBLIGOR.** *If the obligor is an affiliate of the Trustee, describe each such affiliation.*

None

Items 3-15 *Items 3-15 are not applicable because to the best of the Trustee's knowledge, the obligor is not in default under any Indenture for which the Trustee acts as Trustee.*

Item 16. **LIST OF EXHIBITS:** *List below all exhibits filed as a part of this statement of eligibility and qualification.*

1. A copy of the Articles of Association of the Trustee.*
2. A copy of the certificate of authority of the Trustee to commence business, attached as Exhibit 2.
3. A copy of the certificate of authority of the Trustee to exercise corporate trust powers, attached as Exhibit 3.
4. A copy of the existing bylaws of the Trustee.**
5. A copy of each Indenture referred to in Item 4. Not applicable.
6. The consent of the Trustee required by Section 321(b) of the Trust Indenture Act of 1939, attached as Exhibit 6.
7. Report of Condition of the Trustee as of June 30, 2012 published pursuant to law or the requirements of its supervising or examining authority, attached as Exhibit 7.

* Incorporated by reference to Exhibit 25.1 to Amendment No. 2 to registration statement on S-4, Registration Number 333-128217 filed on November 15, 2005.

** Incorporated by reference to Exhibit 25.1 to registration statement on S-4, Registration Number 333-166527 filed on May 5, 2010.

SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939, as amended, the Trustee, U.S. BANK NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, has duly caused this statement of eligibility and qualification to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of Hartford, State of Connecticut on the 15th of November, 2012.

By: /s/ Arthur L. Blakeslee
Arthur L. Blakeslee
Vice President

Exhibit 2

Comptroller of the Currency
Administrator of National Banks

Washington, DC 20219

CERTIFICATE OF CORPORATE EXISTENCE

I, Thomas J. Curry, Comptroller of the Currency, do hereby certify that:

1. The Comptroller of the Currency, pursuant to Revised Statutes 324, et seq, as amended, and 12 USC 1, et seq, as amended, has possession, custody, and control of all records pertaining to the chartering, regulation, and supervision of all national banking associations.

2. "U.S. Bank National Association," Cincinnati, Ohio (Charier No. 24), is a national banking association formed under the laws of the United States and is authorized thereunder to transact the business of banking on the date of this certificate.

IN TESTIMONY WHEREOF, today, May 9, 2012, I have hereunto subscribed my name and caused my seal of office to be affixed to these presents at the U.S. Department of the Treasury, in the City of Washington, District of Columbia.

Comptroller of the Currency

Exhibit 3

Comptroller of the Currency
Administrator of National Banks

Washington, DC 20219

CERTIFICATION OF FIDUCIARY POWERS

I, John Walsh, Acting Comptroller of the Currency, do hereby certify that:

1. The Office of the Comptroller of the Currency, pursuant to Revised Statutes 324, et seq, as amended, and 12 USC 1, et seq, as amended, has possession, custody, and control of all records pertaining to the chartering, regulation, and supervision of all national banking associations.

2. "U.S. Bank National Association," Cincinnati, Ohio (Charter No. 24), was granted, under the hand and seal of the Comptroller, the right to act in all fiduciary capacities authorized under the provisions of the Act of Congress approved September 28, 1962, 76 Stat. 668, 12 USC 92a, and that the authority so granted remains in full force and effect on the date of this certificate.

IN TESTIMONY WHEREOF, today, September 14, 2011, I have hereunto subscribed my name and caused my seal of office to be affixed to these presents at the U.S. Department of the Treasury, in the City of Washington, District of Columbia.

Acting Comptroller of the Currency

Exhibit 6

CONSENT

In accordance with Section 321(b) of the Trust Indenture Act of 1939, the undersigned, U.S. BANK NATIONAL ASSOCIATION hereby consents that reports of examination of the undersigned by Federal, State, Territorial or District authorities may be furnished by such authorities to the Securities and Exchange Commission upon its request therefor.

Dated: November 15, 2012

By: /s/ Arthur L. Blakeslee
Arthur L Blakeslee
Vice President

Exhibit 7
U.S. Bank National Association
Statement of Financial Condition
As of 9/30/2012

($000's)

	9/30/2012
Assets	
Cash and Balances Due From	$ 9,381,745
Depository Institutions	
Securities	73,560,962
Federal Funds	54,418
Loans & Lease Financing Receivables	216,024,463
Fixed Assets	5,197,616
Intangible Assets	12,193,832
Other Assets	26,214,236
Total Assets	**$342,627,272**
Liabilities	
Deposits	$248,628,028
Fed Funds	4,356,963
Treasury Demand Notes	0
Trading Liabilities	389,944
Other Borrowed Money	31,814,742
Acceptances	0
Subordinated Notes and Debentures	5,846,882
Other Liabilities	12,415,745
Total Liabilities	**$303,452,034**
Equity	
Common and Preferred Stock	18,200
Surplus	14,133,290
Undivided Profits	22,926,251
Minority Interest in Subsidiaries	$ 2,097,497
Total Equity Capital	**$ 39,175,238**
Total Liabilities and Equity Capital	**$342,627,272**