

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

FORM 10-Q

(Mark One)

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended June 30, 2024
OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____
Commission file number 000-23211

CASELLA WASTE SYSTEMS, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

03-0338873
(I.R.S. Employer
Identification No.)

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

05701
(Zip Code)

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

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

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

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes No

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

Large accelerated filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

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

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

The number of shares outstanding of each of the registrant's classes of common stock, as of July 15, 2024:

Class A common stock, \$0.01 par value per share:	57,145,697
Class B common stock, \$0.01 par value per share:	988,200

PART I.

ITEM 1. FINANCIAL STATEMENTS

**CASELLA WASTE SYSTEMS, INC. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
(in thousands)**

	June 30, 2024	December 31, 2023
	(Unaudited)	
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 208,502	\$ 220,912
Accounts receivable, net of allowance for credit losses of \$6,333 and \$4,066, respectively	161,247	157,324
Refundable income taxes	6,397	3,089
Prepaid expenses	21,282	17,223
Inventory	18,913	17,859
Other current assets	9,463	9,918
Total current assets	425,804	426,325
Property and equipment, net of accumulated depreciation and amortization of \$1,226,518 and \$1,167,541, respectively	987,390	980,553
Operating lease right-of-use assets	98,148	100,844
Goodwill	737,253	735,670
Intangible assets, net	216,961	241,429
Restricted cash and assets	3,251	2,203
Cost method investments	10,967	10,967
Deferred income taxes	8,413	11,224
Other non-current assets	23,678	26,255
Total assets	\$ 2,511,865	\$ 2,535,470

The accompanying notes are an integral part of these consolidated financial statements.

CASELLA WASTE SYSTEMS, INC. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS (Continued)
(in thousands, except for share and per share data)

	June 30, 2024 (Unaudited)	December 31, 2023
LIABILITIES AND STOCKHOLDERS' EQUITY		
CURRENT LIABILITIES:		
Current maturities of debt	\$ 65,335	\$ 35,781
Current operating lease liabilities	8,854	9,039
Accounts payable	94,205	116,794
Accrued payroll and related expenses	16,585	22,657
Accrued interest	3,219	3,886
Contract liabilities	30,662	31,472
Current accrued final capping, closure and post-closure costs	9,280	10,773
Other accrued liabilities	41,548	48,456
Total current liabilities	269,688	278,858
Debt, less current portion	976,620	1,007,662
Operating lease liabilities, less current portion	65,710	66,074
Accrued final capping, closure and post-closure costs, less current portion	131,488	123,131
Deferred income taxes	1,189	627
Other long-term liabilities	29,656	37,327
COMMITMENTS AND CONTINGENCIES		
STOCKHOLDERS' EQUITY:		
Class A common stock, \$0.01 par value per share; 100,000,000 shares authorized; 57,145,000 and 57,007,000 shares issued and outstanding, respectively	571	570
Class B common stock, \$0.01 par value per share; 1,000,000 shares authorized; 988,000 shares issued and outstanding, respectively; 10 votes per share	10	10
Additional paid-in capital	1,174,744	1,168,812
Accumulated deficit	(143,632)	(146,521)
Accumulated other comprehensive income (loss), net of tax	5,821	(1,080)
Total stockholders' equity	1,037,514	1,021,791
Total liabilities and stockholders' equity	\$ 2,511,865	\$ 2,535,470

The accompanying notes are an integral part of these consolidated financial statements.

CASELLA WASTE SYSTEMS, INC. AND SUBSIDIARIES
UNAUDITED CONSOLIDATED STATEMENTS OF OPERATIONS
(in thousands, except for per share data)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
Revenues	\$ 377,163	\$ 289,645	\$ 718,170	\$ 552,241
Operating expenses:				
Cost of operations	243,787	186,319	474,578	366,563
General and administration	47,184	35,865	91,517	71,544
Depreciation and amortization	55,338	34,924	109,375	68,359
Expense from acquisition activities	7,836	3,677	12,847	6,540
Legal settlement	—	6,150	—	6,150
Southbridge Landfill closure charge	—	96	—	206
	<u>354,145</u>	<u>267,031</u>	<u>688,317</u>	<u>519,362</u>
Operating income	<u>23,018</u>	<u>22,614</u>	<u>29,853</u>	<u>32,879</u>
Other expense (income):				
Interest income	(2,625)	(1,611)	(5,437)	(2,295)
Interest expense	15,322	9,001	31,204	15,959
Loss from termination of bridge financing	—	8,198	—	8,198
Other income	(477)	(452)	(828)	(800)
Other expense, net	<u>12,220</u>	<u>15,136</u>	<u>24,939</u>	<u>21,062</u>
Income before income taxes	<u>10,798</u>	<u>7,478</u>	<u>4,914</u>	<u>11,817</u>
Provision for income taxes	3,792	1,988	2,025	2,779
Net income	<u>\$ 7,006</u>	<u>\$ 5,490</u>	<u>\$ 2,889</u>	<u>\$ 9,038</u>
Basic earnings per share attributable to common stockholders:				
Weighted average common shares outstanding	<u>58,109</u>	<u>52,885</u>	<u>58,070</u>	<u>52,331</u>
Basic earnings per common share	<u>\$ 0.12</u>	<u>\$ 0.10</u>	<u>\$ 0.05</u>	<u>\$ 0.17</u>
Diluted earnings per share attributable to common stockholders:				
Weighted average common shares outstanding	<u>58,199</u>	<u>52,980</u>	<u>58,161</u>	<u>52,427</u>
Diluted earnings per common share	<u>\$ 0.12</u>	<u>\$ 0.10</u>	<u>\$ 0.05</u>	<u>\$ 0.17</u>

The accompanying notes are an integral part of these consolidated financial statements.

CASELLA WASTE SYSTEMS, INC. AND SUBSIDIARIES
UNAUDITED CONSOLIDATED STATEMENTS OF
COMPREHENSIVE INCOME
(in thousands)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
Net income	\$ 7,006	\$ 5,490	\$ 2,889	\$ 9,038
Other comprehensive income, before tax:				
Hedging activity:				
Interest rate swap settlements	2,303	1,290	4,618	2,345
Interest rate swap income reclassified into interest expense	(2,280)	(1,270)	(4,611)	(2,376)
Unrealized gain resulting from changes in fair value of derivative instruments	1,068	2,508	9,507	117
Other comprehensive income, before tax	1,091	2,528	9,514	86
Income tax provision related to items of other comprehensive income	305	693	2,613	20
Other comprehensive income, net of tax	786	1,835	6,901	66
Comprehensive income	<u>\$ 7,792</u>	<u>\$ 7,325</u>	<u>\$ 9,790</u>	<u>\$ 9,104</u>

The accompanying notes are an integral part of these consolidated financial statements.

CASELLA WASTE SYSTEMS, INC. AND SUBSIDIARIES
UNAUDITED CONSOLIDATED STATEMENTS OF
STOCKHOLDERS' EQUITY
(in thousands)

	Casella Waste Systems, Inc. Stockholders' Equity							
	Total	Class A Common Stock		Class B Common Stock		Additional Paid- In Capital	Accumulated Deficit	Accumulated Other Comprehensive Income (Loss), Net of Tax
		Shares	Amount	Shares	Amount			
Balance, December 31, 2023	\$ 1,021,791	57,007	\$ 570	988	\$ 10	\$ 1,168,812	\$ (146,521)	\$ (1,080)
Issuances of Class A common stock	—	113	1	—	—	(1)	—	—
Stock-based compensation	2,135	—	—	—	—	2,135	—	—
Comprehensive income:								
Net loss	(4,117)	—	—	—	—	—	(4,117)	—
Other comprehensive income:								
Hedging activity	6,115	—	—	—	—	—	—	6,115
Balance, March 31, 2024	1,025,924	57,120	571	988	10	1,170,946	(150,638)	5,035
Issuances of Class A common stock	1,124	25	—	—	—	1,124	—	—
Stock-based compensation	2,674	—	—	—	—	2,674	—	—
Comprehensive income:								
Net income	7,006	—	—	—	—	—	7,006	—
Other comprehensive income:								
Hedging activity	786	—	—	—	—	—	—	786
Balance, June 30, 2024	\$ 1,037,514	57,145	\$ 571	988	\$ 10	\$ 1,174,744	\$ (143,632)	\$ 5,821

	Casella Waste Systems, Inc. Stockholders' Equity							
	Total	Class A Common Stock		Class B Common Stock		Additional Paid- In Capital	Accumulated Deficit	Accumulated Other Comprehensive Income, Net of Tax
		Shares	Amount	Shares	Amount			
Balance, December 31, 2022	\$ 497,900	50,704	\$ 507	988	\$ 10	\$ 661,761	\$ (171,920)	\$ 7,542
Issuances of Class A common stock	—	194	2	—	—	(2)	—	—
Stock-based compensation	1,976	—	—	—	—	1,976	—	—
Comprehensive income:								
Net income	3,548	—	—	—	—	—	3,548	—
Other comprehensive loss:								
Hedging activity	(1,769)	—	—	—	—	—	—	(1,769)
Balance, March 31, 2023	501,655	50,898	509	988	10	663,735	(168,372)	5,773
Issuance of Class A common stock - equity offering, net of stock issuance costs	496,238	6,053	61	—	—	496,177	—	—
Issuances of Class A common stock	799	23	—	—	—	799	—	—
Stock-based compensation	2,366	—	—	—	—	2,366	—	—
Comprehensive income:								
Net income	5,490	—	—	—	—	—	5,490	—
Other comprehensive income:								
Hedging activity	1,835	—	—	—	—	—	—	1,835
Balance, June 30, 2023	\$ 1,008,383	56,974	\$ 570	988	\$ 10	\$ 1,163,077	\$ (162,882)	\$ 7,608

The accompanying notes are an integral part of these consolidated financial statements.

CASELLA WASTE SYSTEMS, INC. AND SUBSIDIARIES
UNAUDITED CONSOLIDATED STATEMENTS OF CASH FLOWS
(in thousands)

	Six Months Ended June 30,	
	2024	2023
Cash Flows from Operating Activities:		
Net income	\$ 2,889	\$ 9,038
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	109,375	68,359
Interest accretion on landfill and environmental remediation liabilities	5,862	5,001
Amortization of debt issuance costs	1,482	1,505
Stock-based compensation	4,809	4,341
Operating lease right-of-use assets expense	8,489	6,872
Disposition of assets, other items and charges, net	3,209	(300)
Loss from termination of bridge financing	—	8,198
Deferred income taxes	156	1,952
Changes in assets and liabilities, net of effects of acquisitions and divestitures:		
Accounts receivable	(7,009)	(3,958)
Landfill operating lease contract expenditures	(1,308)	(1,318)
Accounts payable	(22,289)	8,898
Prepaid expenses, inventories and other assets	(6,580)	(5,845)
Accrued expenses, contract liabilities and other liabilities	(19,304)	(19,547)
Net cash provided by operating activities	79,781	83,196
Cash Flows from Investing Activities:		
Acquisitions, net of cash acquired	1,296	(547,587)
Additions to intangible assets	(199)	—
Additions to property and equipment	(74,900)	(50,415)
Proceeds from sale of property and equipment	827	776
Net cash used in investing activities	(72,976)	(597,226)
Cash Flows from Financing Activities:		
Proceeds from debt borrowings	1,750	430,000
Principal payments on debt	(20,020)	(10,625)
Payments of debt issuance costs	—	(7,185)
Proceeds from the public offering of Class A common stock	—	496,403
Net cash (used in) provided by financing activities	(18,270)	908,593
Net (decrease) increase in cash, cash equivalents and restricted cash	(11,465)	394,563
Cash, cash equivalents and restricted cash, beginning of period	220,912	71,152
Cash, cash equivalents and restricted cash, end of period	\$ 209,447	\$ 465,715
Supplemental Disclosure of Cash Flow Information:		
Cash paid during the period for:		
Cash interest payments	\$ 30,389	\$ 14,196
Cash income tax payments	\$ 5,098	\$ 7,913
Supplemental Disclosure of Non-Cash Investing and Financing Activities:		
Non-current assets obtained through long-term financing obligations	\$ 15,300	\$ 4,715
Right-of-use assets obtained in exchange for operating lease obligations	\$ 3,154	\$ 17,756

The accompanying notes are an integral part of these consolidated financial statements.

CASELLA WASTE SYSTEMS, INC. AND SUBSIDIARIES
NOTES TO UNAUDITED CONSOLIDATED FINANCIAL STATEMENTS

1. BASIS OF PRESENTATION

Casella Waste Systems, Inc. (“Parent”) and its subsidiaries (collectively, “we”, “us” or “our”), is a regional, vertically integrated solid waste services company. We provide resource management expertise and services to residential, commercial, municipal, institutional and industrial customers, primarily in the areas of solid waste collection and disposal, transfer, recycling and organics services.

We provide integrated solid waste services in ten states: Vermont, New Hampshire, New York, Massachusetts, Connecticut, Maine, Pennsylvania, New Jersey, Delaware and Maryland, with our headquarters located in Rutland, Vermont. We manage our solid waste operations on a geographic basis through regional operating segments, the Eastern, Western and Mid-Atlantic regions, each of which provides a comprehensive range of non-hazardous solid waste services. We manage our resource renewal operations through the Resource Solutions operating segment, which leverages our core competencies in materials processing, industrial recycling, organics and resource management service offerings to deliver a comprehensive solution for our larger commercial, municipal, institutional and industrial customers that have more diverse waste and recycling needs. Legal, tax, information technology, human resources, certain finance and accounting and other administrative functions are included in our Corporate Entities segment.

The accompanying unaudited consolidated financial statements, which include the accounts of the Parent and our wholly-owned subsidiaries, have been prepared in accordance with generally accepted accounting principles in the United States (“GAAP”) pursuant to the rules and regulations of the Securities and Exchange Commission (“SEC”). All significant intercompany accounts and transactions are eliminated in consolidation. Investments in entities in which we do not have a controlling financial interest are accounted for under either the equity method or the cost method of accounting, as appropriate. Our significant accounting policies are more fully discussed in Item 8. “*Financial Statements and Supplementary Data*” of our Annual Report on Form 10-K for the fiscal year ended December 31, 2023 (“fiscal year 2023”), which was filed with the SEC on February 16, 2024 (“2023 Form 10-K”).

Preparation of our consolidated financial statements in accordance with GAAP requires management to make certain estimates and assumptions. These estimates and assumptions affect the accounting for and recognition and disclosure of assets, liabilities, equity, revenues and expenses. We must make these estimates and assumptions because certain information that we use is dependent on future events, cannot be calculated with a high degree of precision given the available data, or simply cannot be readily calculated. In the opinion of management, these consolidated financial statements include all adjustments, including normal recurring and nonrecurring adjustments, as applicable, necessary for a fair statement of the financial position, results of operations and cash flows for the periods presented. The results for the three and six months ended June 30, 2024 may not be indicative of the results for any other interim period or the entire fiscal year. The consolidated financial statements presented herein should be read in conjunction with our audited consolidated financial statements included in our 2023 Form 10-K.

Subsequent Events

We have evaluated subsequent events or transactions that have occurred after the consolidated balance sheet date of June 30, 2024 through the date of filing of the consolidated financial statements with the SEC on this Quarterly Report on Form 10-Q. Except as disclosed, no material subsequent events have occurred since June 30, 2024 through the date of this filing that would require recognition or adjustments to our disclosures in our consolidated financial statements.

2. ACCOUNTING CHANGES

The following table provides a brief description of Accounting Standards Updates (“ASU”) to the Accounting Standards Codification (“ASC”) issued by the Financial Accounting Standards Board (“FASB”) and deemed to have a possible material impact on our consolidated financial statements based on current account balances and activity:

Standard	Description	Effect on the Financial Statements or Other Significant Matters
<i>Accounting standards issued pending adoption</i>		
ASU No. 2023-07: Improvements to Reportable Segment Disclosures (Topic 280)	Requires entities to provide additional disclosure related to the chief operating decision maker (“CODM”) and reportable operating segments, including providing more detailed information about reportable operating segment’s significant expenses and how that information is used by the CODM.	We do not expect the adoption of this guidance to have a material impact on our consolidated financial statements, however, the adoption of this guidance will have an impact on reportable operating segment disclosures within the accompanying notes to our consolidated financial statements. This guidance does not change how we identify our operating segments, aggregate them or apply quantitative thresholds to determine our reportable segments. This guidance is effective for fiscal years beginning after December 15, 2023, and interim periods within fiscal years beginning after December 15, 2024, with early adoption permitted.
ASU No. 2023-09: Improvements to Income Tax Disclosures (Topic 740)	Requires entities to provide additional disclosure related to the transparency and decision usefulness of income tax disclosures, including additional disclosure around the rate reconciliation and income taxes paid.	We do not expect the adoption of this guidance to have a material impact on our consolidated financial statements, however, the adoption of this guidance will have an impact on income tax disclosures within the accompanying notes to our consolidated financial statements. This guidance is effective for fiscal years beginning after December 15, 2024, with early adoption permitted.

3. REVENUE RECOGNITION

Revenues associated with our solid waste operations are derived mainly from solid waste collection and disposal services, including landfill, transfer station and transportation services, landfill gas-to-energy services and processing services. Revenues associated with our resource renewal operations are derived from processing services and non-processing services, which we refer to as our National Accounts business.

The following tables set forth revenues disaggregated by service line and timing of revenue recognition by operating segment for each of the three and six months ended June 30, 2024 and 2023:

Three Months Ended June 30, 2024

	Eastern	Western	Mid-Atlantic	Resource Solutions	Total Revenues
Collection	\$ 76,071	\$ 105,936	\$ 41,952	\$ —	\$ 223,959
Landfill	7,583	17,199	—	—	24,782
Transfer station	18,634	16,250	460	—	35,344
Transportation	1,433	3,564	—	—	4,997
Landfill gas-to-energy	539	1,444	—	—	1,983
Processing	2,231	649	—	33,275	36,155
National Accounts	—	—	—	49,943	49,943
Total revenues	\$ 106,491	\$ 145,042	\$ 42,412	\$ 83,218	\$ 377,163
Transferred at a point-in-time	\$ 117	\$ 677	\$ —	\$ 15,163	\$ 15,957
Transferred over time	106,374	144,365	42,412	68,055	361,206
Total revenues	\$ 106,491	\$ 145,042	\$ 42,412	\$ 83,218	\$ 377,163

Three Months Ended June 30, 2023

	Eastern	Western	Mid-Atlantic (1)	Resource Solutions	Total Revenues
Collection	\$ 64,749	\$ 85,099	\$ —	\$ —	\$ 149,848
Landfill	7,220	18,921	—	—	26,141
Transfer station	17,698	14,728	—	—	32,426
Transportation	1,208	3,854	—	—	5,062
Landfill gas-to-energy	173	1,148	—	—	1,321
Processing	2,275	479	—	25,383	28,137
National Accounts	—	—	—	46,710	46,710
Total revenues	\$ 93,323	\$ 124,229	\$ —	\$ 72,093	\$ 289,645
Transferred at a point-in-time	\$ 99	\$ 690	\$ —	\$ 8,135	\$ 8,924
Transferred over time	93,224	123,539	—	63,958	280,721
Total revenues	\$ 93,323	\$ 124,229	\$ —	\$ 72,093	\$ 289,645

Six Months Ended June 30, 2024

	Eastern	Western	Mid-Atlantic (1)	Resource Solutions	Total Revenues
Collection	\$ 146,332	\$ 205,805	\$ 83,181	\$ —	\$ 435,318
Landfill	14,195	30,137	—	—	44,332
Transfer station	32,762	28,221	834	—	61,817
Transportation	2,709	6,404	—	—	9,113
Landfill gas-to-energy	997	3,496	—	—	4,493
Processing	3,500	1,308	—	63,038	67,846
National Accounts	—	—	—	95,251	95,251
Total revenues	\$ 200,495	\$ 275,371	\$ 84,015	\$ 158,289	\$ 718,170
Transferred at a point-in-time	\$ 239	\$ 1,294	\$ —	\$ 27,717	\$ 29,250
Transferred over time	200,256	274,077	84,015	130,572	688,920
Total revenues	\$ 200,495	\$ 275,371	\$ 84,015	\$ 158,289	\$ 718,170

Six Months Ended June 30, 2023

	Eastern	Western	Mid-Atlantic (1)	Resource Solutions	Total Revenues
Collection	\$ 125,858	\$ 163,967	\$ —	\$ —	\$ 289,825
Landfill	13,521	35,380	—	—	48,901
Transfer station	31,680	24,691	—	—	56,371
Transportation	2,390	7,434	—	—	9,824
Landfill gas-to-energy	386	2,859	—	—	3,245
Processing	3,398	931	—	48,189	52,518
National Accounts	—	—	—	91,557	91,557
Total revenues	\$ 177,233	\$ 235,262	\$ —	\$ 139,746	\$ 552,241
Transferred at a point-in-time	\$ 218	\$ 1,421	\$ —	\$ 14,572	\$ 16,211
Transferred over time	177,015	233,841	—	125,174	536,030
Total revenues	\$ 177,233	\$ 235,262	\$ —	\$ 139,746	\$ 552,241

(1) Operations under the Mid-Atlantic region commenced July 1, 2023.

Payments to customers that are not in exchange for a distinct good or service are recorded as a reduction of revenues. Rebates to certain customers associated with payments for recycled or organic materials that are received and subsequently processed and sold to other third-parties amounted to \$8,416 and \$15,531 in the three and six months ended June 30, 2024, respectively, and \$6,329 and \$12,958 in the three and six months ended June 30, 2023, respectively. Rebates are generally recorded as a reduction of revenues upon the sale of such materials, or upon receipt of the recycled materials at our facilities. We did not record revenues in the three and six months ended June 30, 2024 or June 30, 2023 from performance obligations satisfied in previous periods.

Contract receivables, which are included in accounts receivable, net in our consolidated balance sheets are recorded when billed or when related revenue is earned, if earlier, and represent claims against third-parties that will be settled in cash. Accounts receivable, net includes receivables from contracts of \$165,706 and \$158,931 as of June 30, 2024 and December 31, 2023, respectively. Certain customers are billed in advance and, accordingly, recognition of the related revenues for which payment has been received is deferred as a contract liability until the services are provided and control transferred to the customer. We recognized contract liabilities of \$30,662 and \$31,472 as of June 30, 2024 and December 31, 2023, respectively. Due to the short term nature of advanced billings, substantially all of the deferred revenue recognized as a contract liability as of December 31, 2023 and December 31, 2022 was recognized as revenue during the six months ended June 30, 2024 and June 30, 2023, respectively, when the services were performed.

4. BUSINESS COMBINATIONS

Subsequent to June 30, 2024, we completed four acquisitions, three of which are in our Mid-Atlantic region, including Whitetail Disposal, Inc. and LMR Disposal, LLC, which together include collection operations in eastern Pennsylvania and western New Jersey.

In the six months ended June 30, 2024, we acquired one business, a tuck-in solid waste collection businesses in our Eastern region. In the six months ended June 30, 2023, we acquired two businesses: the equity interests of four wholly owned subsidiaries of GFL Environmental Inc., which included solid waste collection, transfer and recycling operations in Pennsylvania, Maryland and Delaware (“GFL Acquisition”); and a solid waste business in our Western region.

The operating results of the business acquired prior to June 30, 2024 have been included in the accompanying unaudited consolidated statements of operations from each date of acquisition, and the purchase price has been allocated to the net assets acquired based on fair values at the date of acquisition with the residual amounts recorded as goodwill. Purchase price allocations are based on information existing at the acquisition dates or upon closing the transactions. Acquired intangible assets other than goodwill that are subject to amortization may include customer relationships, trade names and covenants not-to-compete. Such assets are amortized over a two-year to ten-year period from the date of acquisition.

Goodwill acquired is primarily associated with the value of projected discounted cash flows, based on the current and anticipated operating performance of the business, in excess of the specific values allocated to other assets, new growth opportunities arising from the acquisitions, and expected synergies from combining the acquired businesses with our existing operations and implementing our operating strategies. Substantially all amounts recorded to goodwill are expected to be deductible for tax purposes.

A summary of the purchase price and the purchase price allocation for acquisitions follows:

	Six Months Ended June 30,	
	2024	2023
Purchase Price:		
Cash used in acquisitions, net of cash acquired	\$ 748	\$ 544,359
Holdbacks	—	1,900
Total consideration	\$ 748	\$ 546,259
Allocated as follows:		
Current assets	\$ —	\$ 15,364
Property, plant and equipment:		
Land	—	2,213
Buildings and improvements	—	8,666
Machinery and equipment	282	90,276
Operating lease right-of-use assets	—	11,260
Intangible assets:		
Covenants not-to-compete	75	10,550
Customer relationships	38	93,000
Deferred tax liability	—	(5,160)
Current liabilities	(2)	(15,195)
Operating lease liabilities, less current portion	—	(9,887)
Fair value of assets acquired and liabilities assumed	393	201,087
Excess purchase price allocated to goodwill	\$ 355	\$ 345,172

Purchase price allocations are preliminary and subject to revision upon finalization of third-party valuations over each respective one-year measurement period. Accordingly, the purchase price allocations for the six months ended June 30, 2024 are subject to change. Amounts in the six months ended June 30, 2023 were preliminary as disclosed based on information existing at the acquisition dates or upon closing the transaction and have since been updated based upon the finalization of third-party valuations, including the value of certain tangible and intangible assets acquired.

Unaudited pro forma combined operational results prepared as though each acquisition completed since the beginning of the prior fiscal year had occurred as of January 1, 2023 is as follows:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
Revenues	\$ 377,199	\$ 365,644	\$ 718,315	\$ 706,384
Operating income	\$ 23,028	\$ 26,792	\$ 29,894	\$ 41,353
Net income	\$ 7,012	\$ 7,133	\$ 2,913	\$ 12,391
Basic earnings per share attributable to common stockholders:				
Weighted average common shares outstanding	58,109	52,885	58,070	52,331
Basic earnings per common share	\$ 0.12	\$ 0.13	\$ 0.05	\$ 0.24
Diluted earnings per share attributable to common stockholders:				
Weighted average common shares outstanding	58,199	52,980	58,161	52,427
Diluted earnings per common share	\$ 0.12	\$ 0.13	\$ 0.05	\$ 0.24

The unaudited pro forma results set forth in the table above have been prepared for comparative purposes only and are not necessarily indicative of the actual results of operations had the acquisitions occurred as of January 1, 2023 or of the results of our future operations. Furthermore, the unaudited pro forma results do not give effect to all cost savings or incremental costs that may occur as the result of the integration and consolidation of the completed acquisitions.

5. GOODWILL AND INTANGIBLE ASSETS

A summary of the activity and balances related to goodwill by operating segment is as follows:

	December 31, 2023	Acquisitions	Measurement Period Adjustments	June 30, 2024
Eastern	\$ 73,893	\$ 355	\$ —	\$ 74,248
Western	285,056	—	668	285,724
Mid-Atlantic	332,247	—	372	332,619
Resource Solutions	44,474	—	188	44,662
	<u>\$ 735,670</u>	<u>\$ 355</u>	<u>\$ 1,228</u>	<u>\$ 737,253</u>

Summaries of intangible assets by type follow:

	Covenants Not-to-Compete	Customer Relationships	Trade Names	Total
Balance, June 30, 2024				
Intangible assets	\$ 60,645	\$ 272,807	\$ 13,325	\$ 346,777
Less accumulated amortization	(30,294)	(90,284)	(9,238)	(129,816)
	<u>\$ 30,351</u>	<u>\$ 182,523</u>	<u>\$ 4,087</u>	<u>\$ 216,961</u>

	Covenants Not-to-Compete	Customer Relationships	Trade Names	Total
Balance, December 31, 2023				
Intangible assets	\$ 61,573	\$ 272,571	\$ 13,325	\$ 347,469
Less accumulated amortization	(26,645)	(72,227)	(7,168)	(106,040)
	<u>\$ 34,928</u>	<u>\$ 200,344</u>	<u>\$ 6,157</u>	<u>\$ 241,429</u>

Intangible amortization expense was \$12,238 and \$24,803 during the three and six months ended June 30, 2024, respectively, and \$4,226 and \$8,296 during the three and six months ended June 30, 2023, respectively.

A summary of intangible amortization expense estimated for each of the next five fiscal years following fiscal year 2023 and thereafter is estimated as follows:

Estimated Future Amortization Expense as of June 30, 2024

For the remainder of the fiscal year ending December 31, 2024	\$ 23,219
Fiscal year ending December 31, 2025	\$ 43,653
Fiscal year ending December 31, 2026	\$ 38,775
Fiscal year ending December 31, 2027	\$ 34,179
Fiscal year ending December 31, 2028	\$ 29,123
Thereafter	\$ 48,012

6. ACCRUED FINAL CAPPING, CLOSURE AND POST CLOSURE

Accrued final capping, closure and post-closure costs include the current and non-current portion of costs associated with obligations for final capping, closure and post-closure of our landfills. We estimate our future final capping, closure and post-closure costs in order to determine the final capping, closure and post-closure expense per ton of waste placed into each landfill. The anticipated time frame for paying these costs varies based on the remaining useful life of each landfill as well as the duration of the post-closure monitoring period.

A summary of the changes to accrued final capping, closure and post-closure liabilities follows:

	Six Months Ended June 30,	
	2024	2023
Beginning balance	\$ 133,904	\$ 113,678
Obligations incurred	3,354	2,615
Accretion expense	5,733	4,809
Obligations settled (1)	(2,223)	(2,386)
Ending balance	<u>\$ 140,768</u>	<u>\$ 118,716</u>

(1) May include amounts that are being processed through accounts payable as a part of our disbursements cycle.

7. DEBT

A summary of debt is as follows:

	June 30, 2024	December 31, 2023
Senior Secured Credit Facility:		
Term loan A facility (“Term Loan Facility”) payable quarterly with balance due December 2026; bearing interest at 6.779% as of June 30, 2024	\$ 348,250	\$ 350,000
Term loan A facility (“2023 Term Loan Facility”) payable quarterly with balance due December 2026; bearing interest at 7.279% as of June 30, 2024	408,500	419,250
Revolving credit facility (“Revolving Credit Facility”) due December 2026; bearing interest at term secured overnight financing rate (“Term SOFR”) plus 1.435%	—	—
Tax-Exempt Bonds:		
New York State Environmental Facilities Corporation Solid Waste Disposal Revenue Bonds Series 2014 (“New York Bonds 2014R-1”) due December 2044 - fixed rate interest period bearing interest at 2.875% through December 2029	25,000	25,000
New York State Environmental Facilities Corporation Solid Waste Disposal Revenue Bonds Series 2014R-2 (“New York Bonds 2014R-2”) due December 2044 - fixed rate interest period bearing interest at 3.125% through May 2026	15,000	15,000
New York State Environmental Facilities Corporation Solid Waste Disposal Revenue Bonds Series 2020 (“New York Bonds 2020”) due September 2050 - fixed rate interest period bearing interest at 2.750% through September 2025	40,000	40,000
New York State Environmental Facilities Corporation Solid Waste Disposal Revenue Bonds Series 2020R-2 (“New York Bonds 2020R-2”) due September 2050 - fixed rate interest period bearing interest at 5.125% through September 2030	35,000	35,000
Finance Authority of Maine Solid Waste Disposal Revenue Bonds Series 2005R-3 (“FAME Bonds 2005R-3”) due January 2025 - fixed rate interest period bearing interest at 5.25% through January 2025	25,000	25,000
Finance Authority of Maine Solid Waste Disposal Revenue Bonds Series 2015R-1 (“FAME Bonds 2015R-1”) due August 2035 - fixed rate interest period bearing interest at 5.125% through July 2025	15,000	15,000
Finance Authority of Maine Solid Waste Disposal Revenue Bonds Series 2015R-2 (“FAME Bonds 2015R-2”) due August 2035 - fixed rate interest period bearing interest at 4.375% through July 2025	15,000	15,000
Vermont Economic Development Authority Solid Waste Disposal Long-Term Revenue Bonds Series 2013 (“Vermont Bonds 2013”) due April 2036 - fixed rate interest period bearing interest at 4.625% through April 2028	16,000	16,000
Vermont Economic Development Authority Solid Waste Disposal Long-Term Revenue Bonds Series 2022A-1 (“Vermont Bonds 2022A-1”) due June 2052 - fixed rate interest period bearing interest at 5.00% through May 2027	35,000	35,000
Business Finance Authority of the State of New Hampshire Solid Waste Disposal Revenue Bonds Series 2013 (“New Hampshire Bonds”) due April 2029 - fixed rate interest period bearing interest at 2.95% through April 2029	11,000	11,000
Other:		
Finance leases maturing through December 2107; bearing interest at a weighted average of 4.4%	62,726	53,066
Notes payable maturing through March 2025; bearing interest up to 8.1%	100	230
Principal amount of debt	1,051,576	1,054,546
Less—unamortized debt issuance costs	9,621	11,103
Debt less unamortized debt issuance costs	1,041,955	1,043,443
Less—current maturities of debt	65,335	35,781
	<u>\$ 976,620</u>	<u>\$ 1,007,662</u>

Loss from Termination of Bridge Financing

In the three and six months ended June 30, 2023, we wrote-off the unamortized debt issuance costs and recognized a loss from termination of bridge financing upon the extinguishment of both a secured bridge financing agreement in connection with the GFL Acquisition of \$3,718 and \$3,718, respectively, and an unsecured bridge financing agreement in connection with entering into an asset purchase agreement with Consolidated Waste Services, LLC and its affiliates (dba as Twin Bridges) of \$4,480 and \$4,480, respectively.

Cash Flow Hedges

Our strategy to reduce exposure to interest rate risk involves entering into interest rate derivative agreements to hedge against adverse movements in interest rates related to the variable rate portion of our long-term debt. We have designated these derivative instruments as highly effective cash flow hedges, and therefore the change in their fair value is recorded in stockholders' equity as a component of accumulated other comprehensive income (loss), net of tax and included in interest expense at the same time as interest expense is affected by the hedged transactions. Differences paid or received over the life of the agreements are recorded as additions to or reductions of interest expense on the underlying debt and included in cash flows from operating activities.

As of both June 30, 2024 and December 31, 2023, we had \$515,000 notional amount of active interest rate derivative agreements outstanding. These agreements mature between February 2026 and June 2028 and provide that we receive interest based on Term SOFR, restricted by a 0.0% floor, and pay interest at a weighted average rate of approximately 3.6%.

A summary of the effect of cash flow hedges related to derivative instruments on the consolidated balance sheets follows:

Balance Sheet Location		Fair Value	
		June 30, 2024	December 31, 2023
Interest rate swaps	Other current assets	\$ 7,216	\$ 5,951
Interest rate swaps	Other non-current assets	4,920	4,413
		<u>\$ 12,136</u>	<u>\$ 10,364</u>
Interest rate swaps	Other long-term liabilities	\$ 4,020	\$ 11,762
Interest rate swaps	Accumulated other comprehensive income (loss), net of tax	\$ 8,116	\$ (1,398)
Interest rate swaps - tax effect	Accumulated other comprehensive income (loss), net of tax	(2,295)	318
		<u>\$ 5,821</u>	<u>\$ (1,080)</u>

8. COMMITMENTS AND CONTINGENCIES

Legal Proceedings

In the ordinary course of our business and as the result of the extensive governmental regulation of the solid waste industry, we are subject to various judicial and administrative proceedings involving state and local agencies. In these proceedings, an agency may seek to impose fines or to revoke or deny renewal of an operating permit held by us. From time to time, we may also be subject to actions brought by special interest or other groups, adjacent landowners or residents in connection with the permitting and licensing of landfills and transfer stations, or allegations of environmental damage or violations of the permits and licenses pursuant to which we operate. In addition, we may be named defendants in various claims and suits pending for alleged damages to persons and property, alleged violations of certain laws and alleged liabilities arising out of matters occurring during the ordinary operation of a waste management business. The plaintiffs in some actions seek unspecified damages or injunctive relief, or both. These actions fall within various procedural stages at any point in time, and some are covered in part by insurance.

In accordance with FASB ASC 450 - Contingencies, we accrue for legal proceedings, inclusive of legal costs, when losses become probable and reasonably estimable. We have recorded an aggregate accrual of \$27 relating to our outstanding legal proceedings as of June 30, 2024. As of the end of each applicable reporting period, we review each of our legal proceedings to determine whether it is probable, reasonably possible or remote that a liability has been incurred and, if it is at least reasonably possible, whether a range of loss can be reasonably estimated under the provisions of FASB ASC 450-20. In instances where we determine that a loss is probable and we can reasonably estimate a range of loss we may incur with respect to such a matter, we record an accrual for the amount within the range that constitutes our best estimate of the possible loss. If we are able to reasonably estimate a range, but no amount within the range appears to be a better estimate than any other, we record an accrual

in the amount that is the low end of such range. When a loss is reasonably possible, but not probable, we will not record an accrual, but we will disclose our estimate of the possible range of loss where such estimate can be made in accordance with FASB ASC 450-20. We disclose outstanding matters that we believe could have a material adverse effect on our financial condition, results of operations or cash flows.

North Country Environmental Services Expansion Permit

The permit for expansion of the Bethlehem, New Hampshire landfill of our subsidiary, North Country Environmental Services, Inc. (“NCES”), known as “Stage VI”, issued in October 2020 (“Permit”), was appealed by the Conservation Law Foundation (“CLF”) to the New Hampshire Waste Management Council (“Council”) on November 9, 2020 on the grounds it failed to meet the public benefit criteria. Following a hearing on the merits during which the Council found that the New Hampshire Department of Environmental Services (“DES”) had reasonably measured and acted lawfully in determining a capacity need for Stage VI, the hearing officer presiding over the proceedings issued an Order on May 11, 2022, without further hearing, determining instead that DES had acted unlawfully in reaching these conclusions (“Hearing Officer’s Order”), and remanded the Permit to DES on this determination. On December 5, 2022, DES and NCES both separately sought review of the Hearing Officer’s Order on appeal to the New Hampshire Supreme Court (“Supreme Court”). The parties presented oral arguments to the Supreme Court on October 3, 2023. On December 28, 2023, the Supreme Court issued a decision reversing the Hearing Officer’s Order and held that the Stage VI Permit was lawfully issued by DES, fully resolving this matter and upholding the Stage VI Permit.

On December 14, 2022, NCES filed an action in Merrimack Superior Court (“Superior Court”) seeking to invalidate the Hearing Officer’s Order as having been adopted in violation of New Hampshire’s statute governing access to public records and meetings in that the Council did not hold a public meeting to deliberate on the Hearing Officer’s Order. The Superior Court dismissed that proceeding by Order dated April 6, 2023, and NCES appealed that decision to the Supreme Court on April 18, 2023. NCES’s brief on appeal was filed with the Supreme Court on August 11, 2023. On September 26, 2023, CLF filed a Motion to Intervene as well as a memorandum of law asking the Supreme Court to uphold the Superior Court’s dismissal, to which NCES filed an Objection in response on October 23, 2023. The Council filed its brief on October 25, 2023. On November 9, 2023, the Supreme Court issued an Order denying CLF’s Motion to Intervene but treating CLF’s memorandum of law as an amicus brief. NCES filed a reply brief on November 14, 2023. On January 18, 2024, the Supreme Court issued an Order setting a deadline of February 2, 2024 for the parties to submit memoranda addressing the mootness of this appeal in light of the Supreme Court’s December 28, 2023 Order reversing the Hearing Officer’s Order and upholding the Stage VI Permit. NCES subsequently filed a Motion for Vacatur of the Superior Court’s April 6, 2023 Order and a Memorandum in Response to the Supreme Court’s February 2, 2024 Order on January 23, 2024. On March 18, 2024, the Supreme Court issued an order finding the appeal to be moot and vacating the Superior Court’s April 6, 2023 Order, resolving this matter.

On September 20, 2022, NCES, which has since withdrawn as a party, and our subsidiary, Granite State Landfill, LLC (“GSL”), filed a Petition for Declaratory Judgment (“Petition”) in the Superior Court asking the Superior Court for a determination of the meaning and constitutionality of New Hampshire’s public benefit requirement, the same statute at issue in the Hearing Officer’s Order. CLF was granted intervention in the Petition proceeding on June 8, 2023. On December 19, 2023, GSL filed a Motion To Stay pending the outcome of the Supreme Court’s consideration of the Stage VI Permit appeal. The Stage VI Permit appeal was decided and upheld by Order of December 28, 2023 as discussed above. As NCES prevailed in the Stage VI Permit appeal, GSL and NCES voluntarily non-suited the Petition on January 2, 2024, resolving this matter.

On April 12, 2023, DES issued approval of construction plans for Stage VI, Phase II to NCES (“DES Approval”). CLF appealed the DES Approval to the Council on May 11, 2023, on the grounds that it failed to meet the public benefit criteria, and that the DES Approval conflicts with the Hearing Officer’s May 11, 2022 Order determining that DES had acted unlawfully in issuing the Permit, and requested expedited review. The Council has denied CLF’s request for expedited review. CLF withdrew its appeal by notice to the Council on February 7, 2024. In light of CLF’s withdrawal of appeal, this matter is fully resolved.

Cash, Cash Equivalents and Restricted Cash

Restricted cash is included with cash and cash equivalents when reconciling the beginning-of-period and end-of-period total amounts shown on the statement of cash flows. Beginning-of-period and end-of-period cash, cash equivalents and restricted cash presented in the statement of cash flows is reconciled as follows:

	June 30, 2024	December 31, 2023
Cash and cash equivalents	\$ 208,502	\$ 220,912
Restricted cash - acquisition (1)	945	—
Cash, cash equivalents and restricted cash	<u>\$ 209,447</u>	<u>\$ 220,912</u>

(1) Restricted cash consists of legally restricted cash held in an escrow account due to the timing of a pending acquisition.

Environmental Remediation Liabilities

We are subject to liability for environmental damage, including personal injury and property damage, that our solid waste, recycling and power generation facilities may cause to neighboring property owners, particularly as the result of the contamination of drinking water sources or soil, possibly including damage resulting from conditions that existed before we acquired the facilities. We may also be subject to liability for similar claims arising from off-site environmental contamination caused by pollutants or hazardous substances if we or our predecessors arrange or arranged to transport, treat or dispose of those materials.

We accrue for costs associated with environmental remediation obligations when such costs become both probable and reasonably estimable. Determining the method and ultimate cost of remediation requires that a number of assumptions be made. There can sometimes be a range of reasonable estimates of the costs associated with remediation of a site. In these cases, we use the amount within the range that constitutes our best estimate. In the early stages of the remediation process, particular components of the overall liability may not be reasonably estimable; in this instance we use the components of the liability that can be reasonably estimated as a surrogate for the liability. It is reasonably possible that we will need to adjust the liabilities recorded for remediation to reflect the effects of new or additional information, to the extent such information impacts the costs, timing or duration of the required actions. Future changes in our estimates of the cost, timing or duration of the required actions could have a material adverse effect on our consolidated financial position, results of operations and cash flows. We disclose outstanding environmental remediation matters that remain unsettled or are settled in the reporting period that we believe could have a material adverse effect on our financial condition, results of operations or cash flows.

We inflate the estimated costs in current dollars to the expected time of payment and discount the total cost to present value using a risk-free interest rate. The risk-free interest rates associated with our environmental remediation liabilities as of June 30, 2024 range between 1.5% and 7.1%. A summary of the changes to the aggregate environmental remediation liabilities for the six months ended June 30, 2024 and 2023 follows:

	Six Months Ended June 30,	
	2024	2023
Beginning balance	\$ 5,889	\$ 6,335
Accretion expense	49	51
Obligations settled (1)	(332)	(320)
Ending balance	5,606	6,066
Less: current portion	1,610	1,430
Long-term portion	<u>\$ 3,996</u>	<u>\$ 4,636</u>

(1) May include amounts that are being processed through accounts payable as a part of our disbursement cycle.

9. STOCKHOLDERS' EQUITY

Stock Based Compensation

Shares Available For Issuance

In the three months ended June 30, 2024, our stockholders approved the amendment and restatement of our 2016 Incentive Plan (the "Amended 2016 Plan"). Under the Amended 2016 Plan, we may grant awards up to an aggregate amount of shares equal to the sum of: (A) 4,000 shares of Class A common stock (subject to adjustment in the event of stock splits and other similar events) which is comprised of: (i) 1,750 shares of Class A common stock reserved for the issuance in connection with the Amended 2016 Plan, plus (ii) 2,250 shares of Class A common stock originally reserved for issuance under the 2016 Incentive Plan; plus (B) such additional number of shares of Class A common stock (up to approximately 2,723 shares) as is equal to the sum of the number of shares of Class A common stock that remained available for grant under the 2006 Stock Incentive Plan ("2006 Plan") immediately prior to the expiration of the 2006 Plan and the number of shares of Class A common stock subject to awards granted under the 2006 Plan that expire, terminate or are otherwise surrendered, canceled, forfeited or repurchased by us. As of June 30, 2024, there were 2,197 Class A common stock equivalents available for future grant under the Amended 2016 Plan.

Stock Options

Stock options are granted at a price equal to the prevailing fair value of our Class A common stock at the date of grant. Generally, stock options granted have a term not to exceed ten years and vest over a one-year to five-year period from the date of grant.

The fair value of each stock option granted is estimated using a Black-Scholes option-pricing model, which requires extensive use of accounting judgment and financial estimation, including estimates of the expected term stock option holders will retain their vested stock options before exercising them and the estimated volatility of our Class A common stock price over the expected term.

A summary of stock option activity follows:

	Stock Options	Weighted Average Exercise Price	Weighted Average Remaining Contractual Term (years)	Aggregate Intrinsic Value
Outstanding, December 31, 2023	129	\$ 66.03		
Granted	—	\$ —		
Exercised	—	\$ —		
Forfeited	—	\$ —		
Outstanding, June 30, 2024	129	\$ 66.03	7.0	\$ 4,277
Exercisable, June 30, 2024	49	\$ 40.60	4.7	\$ 2,845

Stock-based compensation expense related to stock options was \$151 and \$302 during the three and six months ended June 30, 2024, respectively, as compared to \$125 and \$248 during the three and six months ended June 30, 2023, respectively. As of June 30, 2024, we had \$1,806 of unrecognized stock-based compensation expense related to outstanding stock options to be recognized over a weighted average period of 3.4 years.

During the three and six months ended June 30, 2024, the aggregate intrinsic value of stock options exercised was zero dollars.

Other Stock Awards

Restricted stock awards, restricted stock units and performance stock units, with the exception of market-based performance stock units, are granted at a price equal to the fair value of our Class A common stock at the date of grant. The fair value of each market-based performance stock unit is estimated using a Monte Carlo pricing model, which requires extensive use of accounting judgment and financial estimation, including the estimated share price appreciation plus, if applicable, the value of dividends of our Class A common stock as compared to the Russell 2000 Index over the requisite service period.

Typically, restricted stock awards granted to non-employee directors vest incrementally over a three-year period beginning on the first anniversary of the date of grant. Restricted stock units granted to non-employee directors vest in full on the first anniversary of the grant date. Restricted stock units granted to employees vest incrementally over an identified service period, typically three years, beginning on the grant date based on continued employment. Performance stock units granted to employees, including market-based performance stock units, vest at a future date following the grant date and are based on the attainment of performance targets and market achievements, as applicable.

A summary of restricted stock award, restricted stock unit and performance stock unit activity follows:

	Restricted Stock Awards, Restricted Stock Units, and Performance Stock Units (1)	Weighted Average Grant Date Fair Value	Weighted Average Remaining Contractual Term (years)	Aggregate Intrinsic Value
Outstanding, December 31, 2023	181	\$ 84.82		
Granted	103	\$ 99.38		
Class A Common Stock Vested	(43)	\$ 79.38		
Forfeited	(2)	\$ 84.34		
Outstanding, June 30, 2024	<u>239</u>	<u>\$ 92.08</u>	<u>2.1</u>	<u>\$ 23,725</u>
Unvested, June 30, 2024	<u>414</u>	<u>\$ 94.14</u>	<u>1.9</u>	<u>\$ 41,044</u>

(1) Performance stock unit grants, including market-based performance stock units, are included at the 100% attainment level. Attainment of the maximum performance targets and market achievements would result in the issuance of an additional 175 shares of Class A common stock currently included in unvested.

Stock-based compensation expense related to restricted stock awards, restricted stock units and performance stock units was \$2,349 and \$4,225 during the three and six months ended June 30, 2024, respectively, as compared to \$2,132 and \$3,894 during the three and six months ended June 30, 2023, respectively.

During the three and six months ended June 30, 2024, the total fair value of other stock awards vested was \$932 and \$4,097, respectively.

As of June 30, 2024, total unrecognized stock-based compensation expense related to outstanding restricted stock units was \$8,193, which will be recognized over a weighted average period of 2.3 years. As of June 30, 2024, total expected unrecognized stock-based compensation expense related to outstanding performance stock units was \$7,413, which will be recognized over a weighted average period of 2.0 years.

The weighted average fair value of market-based performance stock units granted during the six months ended June 30, 2024 was \$105.35 per award, which was calculated using a Monte Carlo pricing model assuming a risk-free interest rate of 4.31% and an expected volatility of 25.3% assuming no expected dividend yield. Risk-free interest rate is based on the U.S. Treasury yield curve for the expected service period of the award. Expected volatility is calculated using the daily volatility of our Class A common stock over the expected service period of the award.

The Monte Carlo pricing model requires extensive use of accounting judgment and financial estimation. Application of alternative assumptions could produce significantly different estimates of the fair value of stock-based compensation and consequently, the related amounts recognized in the consolidated statements of operations.

We also recorded \$174 and \$283 of stock-based compensation expense related to the Second Amended and Restated 1997 Employee Stock Purchase Plan during the three and six months ended June 30, 2024, respectively, as compared to \$109 and \$199 during the three and six months ended June 30, 2023, respectively.

Accumulated Other Comprehensive Income (Loss), Net of Tax

A summary of the changes in the balances of each component of accumulated other comprehensive income (loss), net of tax follows:

	Interest Rate Swaps
Balance, December 31, 2023	\$ (1,080)
Other comprehensive income before reclassifications	14,125
Income reclassified from accumulated other comprehensive income (loss) into interest expense	(4,611)
Income tax provision related to items of other comprehensive income	(2,613)
Other comprehensive income, net of tax	6,901
Balance, June 30, 2024	<u>\$ 5,821</u>

A summary of reclassifications out of accumulated other comprehensive income (loss), net of tax into earnings follows:

	Three Months Ended June 30,		Six Months Ended June 30,		
	2024	2023	2024	2023	
Accumulated Other Comprehensive Income (Loss), Net of Tax	Amounts Reclassified Out of Accumulated Other Comprehensive Income (Loss), Net of Tax				Affected Line Item in the Consolidated Statements of Operations
Interest rate swaps	\$ (2,280)	\$ (1,270)	\$ (4,611)	\$ (2,376)	Interest expense
	2,280	1,270	4,611	2,376	Income before income taxes
	630	348	1,272	651	Provision for income taxes
	<u>\$ 1,650</u>	<u>\$ 922</u>	<u>\$ 3,339</u>	<u>\$ 1,725</u>	Net income

10. EARNINGS PER SHARE

Basic earnings per share is computed by dividing net income by the weighted average number of common shares outstanding during the period. Diluted earnings per share is calculated based on the combined weighted average number of common shares and potentially dilutive shares, which include the assumed exercise of employee stock options, unvested restricted stock awards, unvested restricted stock units and unvested performance stock units, including market-based performance units based on the expected achievement of performance targets. In computing diluted earnings per share, we utilize the treasury stock method.

A summary of the numerator and denominators used in the computation of earnings per share follows:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
Numerator:				
Net income	\$ 7,006	\$ 5,490	\$ 2,889	\$ 9,038
Denominators:				
Number of shares outstanding, end of period:				
Class A common stock	57,145	56,974	57,145	56,974
Class B common stock	988	988	988	988
Unvested restricted stock	—	(1)	—	(1)
Effect of weighted average shares outstanding (1)	(24)	(5,076)	(63)	(5,630)
Basic weighted average common shares outstanding	58,109	52,885	58,070	52,331
Impact of potentially dilutive securities:				
Dilutive effect of stock options and other stock awards	90	95	91	96
Diluted weighted average common shares outstanding	58,199	52,980	58,161	52,427
Anti-dilutive potentially issuable shares	24	75	141	84

- (1) Adjustments in the three and six months ended June 30, 2023 primarily associated with the 6,053 shares of Class A common stock issued as part of the public offering, completed on June 16, 2023, only being outstanding for 14 days in the periods ended June 30, 2023.

11. OTHER ITEMS AND CHARGES

Expense from Acquisition Activities

In the three and six months ended June 30, 2024, we recorded charges of \$7,836 and \$12,847, respectively, and in the three and six months ended June 30, 2023, we recorded charges of \$3,677 and \$6,540, respectively, comprised primarily of legal, consulting, rebranding and other costs associated with the due diligence, acquisition and integration of acquired businesses. The three and six months ended June 30, 2024 included a charge for an increase in the reserve against accounts receivable of the businesses acquired in the GFL Acquisition as a result of our inability to pursue collections during the transition services period with the seller, resulting in accounts receivable aged beyond what is typical in our business.

Legal settlement

In the three and six months ended June 30, 2023, we recorded a charge of \$6,150 due to reaching an agreement at a mediation held on June 20, 2023 with the collective class members of a class action lawsuit relating to certain claims under the Fair Labor Standards Act of 1938 as well as state wage and hours laws. The settlement agreement was executed July 24, 2023 and has received court approval.

12. RELATED PARTY TRANSACTIONS

Leases

In the six months ended June 30, 2024, we extended the lease related to our corporate headquarters in Rutland, Vermont through February 2039 and the lease associated with our Montpelier, Vermont facility through May 2039. Both facilities are leased from a partnership of which John Casella, our Chairman and Chief Executive Officer, and Douglas Casella, a member of our Board of Directors, are the general partners. The terms of the lease agreements require a monthly payment of approximately \$34, subject to a fixed annual escalation.

13. FAIR VALUE OF FINANCIAL INSTRUMENTS

We use a three-tier fair value hierarchy to classify and disclose all assets and liabilities measured at fair value on a recurring basis, as well as assets and liabilities measured at fair value on a non-recurring basis, in periods subsequent to their initial measurement. These tiers include: Level 1, defined as quoted market prices in active markets for identical assets or liabilities; Level 2, defined as inputs other than Level 1 that are observable, either directly or indirectly, such as quoted prices for similar assets or liabilities; and Level 3, defined as unobservable inputs that are not corroborated by market data.

We use valuation techniques that maximize the use of market prices and observable inputs and minimize the use of unobservable inputs. In measuring the fair value of our financial assets and liabilities, we rely on market data or assumptions that we believe market participants would use in pricing an asset or a liability.

Assets and Liabilities Accounted for at Fair Value

Our financial instruments include cash, cash equivalents and restricted cash, accounts receivable, restricted investment securities held in trust on deposit with various banks as collateral for our obligations relative to our landfill final capping, closure and post-closure costs, interest rate derivatives, trade payables and debt. The carrying values of cash, cash equivalents and restricted cash, accounts receivable and trade payables approximate their respective fair values due to their short-term nature. The fair value of restricted investment securities held in trust, which are valued using quoted market prices, are included as restricted assets in the Level 1 tier below. The fair value of the interest rate derivatives included in the Level 2 tier below is calculated using discounted cash flow valuation methodologies based upon Term SOFR yield curves that are observable at commonly quoted intervals for the full term of the swaps. We recognize all derivatives accounted for on the balance sheet at fair value.

Recurring Fair Value Measurements

Summaries of our financial assets and liabilities that are measured at fair value on a recurring basis follow:

	Fair Value Measurement at June 30, 2024 Using:		
	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Assets:			
Restricted investment securities - landfill closure	\$ 2,306	\$ —	\$ —
Interest rate swaps	—	12,136	—
	<u>\$ 2,306</u>	<u>\$ 12,136</u>	<u>\$ —</u>
Liabilities:			
Interest rate swaps	\$ —	\$ 4,020	\$ —
	<u>\$ —</u>	<u>\$ 4,020</u>	<u>\$ —</u>
	Fair Value Measurement at December 31, 2023 Using:		
	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Assets:			
Restricted investment securities - landfill closure	\$ 2,203	\$ —	\$ —
Interest rate swaps	—	10,364	—
	<u>\$ 2,203</u>	<u>\$ 10,364</u>	<u>\$ —</u>
Liabilities:			
Interest rate swaps	\$ —	\$ 11,762	\$ —
	<u>\$ —</u>	<u>\$ 11,762</u>	<u>\$ —</u>

Fair Value of Debt

As of June 30, 2024, the fair value of our fixed rate debt, including our FAME Bonds 2005R-3, FAME Bonds 2015R-1, FAME Bonds 2015R-2, Vermont Bonds 2013, Vermont Bonds 2022A-1, New York Bonds 2014R-1, New York Bonds 2014R-2, New York Bonds 2020, New York Bonds 2020R-2 and New Hampshire Bonds (collectively, the “Industrial Revenue Bonds”) was approximately \$230,168 and the carrying value was \$232,000. The fair value of the Industrial Revenue Bonds is considered to be Level 2 within the fair value hierarchy as the fair value is determined using market approach pricing provided by a third-party that utilizes pricing models and pricing systems, mathematical tools and judgment to determine the evaluated price for the security based on the market information of each of the bonds or securities with similar characteristics.

As of June 30, 2024, the carrying values of our Term Loan Facility and 2023 Term Loan Facility were \$348,250 and \$408,500, respectively, and the carrying value of our Revolving Credit Facility was zero dollars. Their fair values are based on current borrowing rates for similar types of borrowing arrangements, or Level 2 inputs, and approximate their carrying values.

Although we have determined the estimated fair value amounts of the Industrial Revenue Bonds using available market information and commonly accepted valuation methodologies, a change in available market information, and/or the use of different assumptions and/or estimation methodologies could have a material effect on the estimated fair values. These amounts have not been revalued, and current estimates of fair value could differ significantly from the amounts presented.

14. SEGMENT REPORTING

We report selected information about our reportable operating segments in a manner consistent with that used for internal management reporting. We classify our solid waste operations on a geographic basis through regional operating segments, our Eastern, Western and Mid-Atlantic regions. Revenues associated with our solid waste operations are derived mainly from solid waste collection and disposal services, including landfill, transfer station and transportation services, landfill gas-to-energy services, and processing services in the eastern United States. Our Resource Solutions operating segment leverages our core competencies in materials processing, industrial recycling, organics and resource management service offerings to deliver a comprehensive solution for our larger commercial, municipal, institutional and industrial customers that have more diverse waste and recycling needs. Revenues associated with our Resource Solutions operations are comprised of processing services and non-processing services, which we refer to as our National Accounts business. Revenues from processing services are derived from customers in the form of processing fees, tipping fees, commodity sales, and organic material sales. Revenues from our National Accounts business are derived from brokerage services and overall resource management services providing a wide range of environmental services and resource management solutions to large and complex organizations, as well as traditional collection, disposal and recycling services provided to large account multi-site customers. Legal, tax, information technology, human resources, certain finance and accounting and other administrative functions are included in our Corporate Entities segment, which is not a reportable operating segment. Corporate Entities results reflect those costs not allocated to our reportable operating segments.

Three Months Ended June 30, 2024

Segment	Outside revenues	Inter-company revenues	Depreciation and amortization	Operating income (loss)	Total assets
Eastern	\$ 106,491	\$ 26,422	\$ 14,016	\$ 10,543	\$ 433,988
Western	145,042	53,410	25,561	17,892	1,001,294
Mid-Atlantic	42,412	376	10,239	(7,080)	533,457
Resource Solutions	83,218	2,835	4,540	4,269	252,364
Corporate Entities	—	—	982	(2,606)	290,762
Eliminations	—	(83,043)	—	—	—
	<u>\$ 377,163</u>	<u>\$ —</u>	<u>\$ 55,338</u>	<u>\$ 23,018</u>	<u>\$ 2,511,865</u>

Three Months Ended June 30, 2023

Segment	Outside revenues	Inter-company revenues	Depreciation and amortization	Operating income (loss)	Total assets
Eastern	\$ 93,323	\$ 23,563	\$ 12,148	\$ 7,519	\$ 366,892
Western	124,229	42,342	18,917	18,991	751,324
Mid-Atlantic (1)	—	—	—	—	550,758
Resource Solutions	72,093	3,316	3,090	688	203,049
Corporate Entities	—	—	769	(4,584)	545,269
Eliminations	—	(69,221)	—	—	—
	<u>\$ 289,645</u>	<u>\$ —</u>	<u>\$ 34,924</u>	<u>\$ 22,614</u>	<u>\$ 2,417,292</u>

Six Months Ended June 30, 2024

Segment	Outside revenues	Inter-company revenues	Depreciation and amortization	Operating income (loss)	Total assets
Eastern	\$ 200,495	\$ 48,910	\$ 27,484	\$ 14,164	\$ 433,988
Western	275,371	99,846	50,037	26,677	1,001,294
Mid-Atlantic	84,015	589	20,563	(11,880)	533,457
Resource Solutions	158,289	5,958	9,333	5,662	252,364
Corporate Entities	—	—	1,958	(4,770)	290,762
Eliminations	—	(155,303)	—	—	—
Total	<u>\$ 718,170</u>	<u>\$ —</u>	<u>\$ 109,375</u>	<u>\$ 29,853</u>	<u>\$ 2,511,865</u>

Six Months Ended June 30, 2023

Segment	Outside revenues	Inter-company revenues	Depreciation and amortization	Operating income (loss)	Total assets
Eastern	\$ 177,233	\$ 42,932	\$ 24,051	\$ 9,659	\$ 366,892
Western	235,262	78,901	36,583	31,417	751,324
Mid-Atlantic (1)	—	—	—	—	550,758
Resource Solutions	139,746	6,803	6,166	(1,255)	203,049
Corporate Entities	—	—	1,559	(6,942)	545,269
Eliminations	—	(128,636)	—	—	—
Total	\$ 552,241	\$ —	\$ 68,359	\$ 32,879	\$ 2,417,292

(1) Operations under the Mid-Atlantic region commenced July 1, 2023.

A summary of our revenues attributable to services provided follows:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
Collection	\$ 223,959	\$ 149,848	\$ 435,318	\$ 289,825
Disposal	65,123	63,629	115,262	115,096
Landfill gas-to-energy	1,983	1,321	4,493	3,245
Processing	2,880	2,754	4,808	4,329
Solid waste operations	293,945	217,552	559,881	412,495
Processing	33,275	25,383	63,038	48,189
National Accounts	49,943	46,710	95,251	91,557
Resource Solutions operations	83,218	72,093	158,289	139,746
Total revenues	\$ 377,163	\$ 289,645	\$ 718,170	\$ 552,241

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion should be read in conjunction with our unaudited consolidated financial statements and notes thereto included under Item 1. “*Financial Statements*”. In addition, reference should be made to our audited consolidated financial statements and notes thereto and related “*Management’s Discussion and Analysis of Financial Condition and Results of Operations*” appearing in our Annual Report on Form 10-K for the fiscal year ended December 31, 2023 (“fiscal year 2023”) filed with the Securities and Exchange Commission on February 16, 2024 (“2023 Form 10-K”).

This Quarterly Report on Form 10-Q and, in particular, this “*Management’s Discussion and Analysis of Financial Condition and Results of Operations*”, may contain or incorporate a number of forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Exchange Act of 1934, as amended, including statements regarding:

- the projected development of additional disposal capacity or expectations regarding permits for existing capacity;
- the outcome of any legal or regulatory matter;
- expected liquidity and financing plans;
- expected future revenues, operations, expenditures and cash needs;
- whether our pricing programs and operational initiatives will outpace higher operating and construction costs from inflation and regulatory changes;
- fluctuations in recycling commodity pricing, increases in landfill tipping fees and fuel costs and general economic and weather conditions;
- projected future obligations related to final 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;
- our ability to service our debt obligations;
- 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;
- potential business combinations or divestitures and the integration of acquired businesses;
- projected improvements to our infrastructure and the impact of such improvements on our business and operations; and
- general economic factors, such as ongoing or potential geopolitical conflict, pandemics, recessions, or similar national or global events, and general macroeconomic conditions, including, among other things, consumer confidence, global supply chain disruptions, inflation, labor supply, fuel prices, interest rates and access to capital markets that generally are not within our control, and our exposure to credit and counterparty risk.

In addition, any statements contained in or incorporated by reference into this report 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” 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 management’s beliefs and assumptions, and should be read in conjunction with our consolidated financial statements and notes thereto. These forward-looking statements are not guarantees of future performance, circumstances or events. The occurrence of the events described and the achievement of the expected results depends 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 the forward-looking statements.

There are a number of important risks and uncertainties that could cause our actual results to differ materially from those indicated by such forward-looking statements. These risks and uncertainties include, without limitation, those detailed in Item 1A. “*Risk Factors*” in our 2023 Form 10-K and those included under Part II. Item 1A. “*Risk Factors*” of this Quarterly Report on Form 10-Q.

There may be additional risks that we are not presently aware of or that we currently believe are immaterial, which could have an adverse impact on our business. We explicitly disclaim any obligation to update any forward-looking statements whether as the result of new information, future events or otherwise, except as otherwise required by law.

Company Overview

Casella Waste Systems, Inc., a Delaware corporation, and its wholly-owned subsidiaries (collectively, “we”, “us” or “our”), is a regional, vertically integrated solid waste services company. We provide resource management expertise and services to residential, commercial, municipal, institutional and industrial customers, primarily in the areas of solid waste collection and disposal, transfer, recycling and organics services.

We provide integrated solid waste services in ten states: Vermont, New Hampshire, New York, Massachusetts, Connecticut, Maine, Pennsylvania, Delaware, New Jersey and Maryland, with our headquarters located in Rutland, Vermont. We manage our solid waste operations on a geographic basis through regional operating segments, the Eastern, Western and Mid-Atlantic regions, each of which provides a comprehensive range of non-hazardous solid waste services. We manage our resource renewal operations through the Resource Solutions operating segment, which leverages our core competencies in materials processing, industrial recycling, organics and resource management service offerings to deliver a comprehensive solution for our larger commercial, municipal, institutional and industrial customers that have more diverse waste and recycling needs. Legal, tax, information technology, human resources, certain finance and accounting and other administrative functions are included in our Corporate Entities segment.

As of July 15, 2024, we owned and/or operated 64 solid waste collection operations, 69 transfer stations, 28 recycling facilities, eight Subtitle D landfills, three landfill gas-to-energy facilities and one landfill permitted to accept construction and demolition (“C&D”) materials. We also housed two landfill gas-to-energy facilities, which are owned and operated by third parties, at landfills we owned and/or operated.

Results of Operations

Recent Events

Acquisitions

Subsequent to June 30, 2024, we completed four acquisitions, three of which are in our Mid-Atlantic region, including Whitetail Disposal, Inc. and LMR Disposal, LLC, which together include collection operations in eastern Pennsylvania and western New Jersey.

Revenues

We manage our solid waste operations, which include a full range of solid waste services, on a geographic basis through regional operating segments, which we designate as the Eastern, Western and Mid-Atlantic regions. Revenues associated with our solid waste operations are derived mainly from fees charged to customers for solid waste collection and disposal services, including landfill, transfer station and transportation services, landfill gas-to-energy services, and processing services in the eastern United States. We derive a substantial portion of our collection revenues from commercial, industrial and municipal services that are generally performed under service agreements or pursuant to contracts with municipalities. The majority of our residential collection services are performed on a subscription basis with individual property owners or occupants. Landfill and transfer customers are charged a tipping fee on a per ton basis for disposing of their solid waste at our disposal facilities and transfer stations. We also generate and sell electricity at certain of our landfill facilities. We manage our resource renewal operations through the Resource Solutions operating segment, which includes processing services and non-processing services, which we refer to as our National Accounts business. Revenues from processing services are derived from customers in the form of processing fees, tipping fees, commodity sales, primarily comprised of newspaper, corrugated containers, plastics, ferrous and aluminum, and organic materials such as our earthlife® soils products including fertilizers, composts and mulches. Revenues from our National Accounts business are derived from brokerage services and overall resource management services providing a wide range of environmental services and resource management solutions to large and complex organizations, as well as traditional collection, disposal and recycling services provided to large account multi-site customers.

The table below shows revenues attributable to services provided (dollars in millions and as a percentage of total revenues) for the following periods:

	Three Months Ended June 30,			\$ Change	Six Months Ended June 30,			\$ Change		
	2024	2023			2024	2023				
Collection	\$ 224.0	59.4 %	\$ 149.8	51.7 %	\$ 74.2	\$ 435.3	60.6 %	\$ 289.8	52.5 %	\$ 145.5
Disposal	65.1	17.3 %	63.6	22.0 %	1.5	115.3	16.0 %	115.1	20.8 %	0.2
Landfill gas-to-energy	2.0	0.5 %	1.3	0.5 %	0.7	4.5	0.6 %	3.2	0.6 %	1.3
Processing	2.8	0.7 %	2.9	0.9 %	(0.1)	4.8	0.8 %	4.4	0.8 %	0.4
Solid waste operations	293.9	77.9 %	217.6	75.1 %	76.3	559.9	78.0 %	412.5	74.7 %	147.4
Processing	33.4	8.9 %	25.3	8.8 %	8.1	63.0	8.7 %	48.1	8.7 %	14.9
National Accounts	49.9	13.2 %	46.7	16.1 %	3.2	95.3	13.3 %	91.6	16.6 %	3.7
Resource Solutions operations	83.3	22.1 %	72.0	24.9 %	11.3	158.3	22.0 %	139.7	25.3 %	18.6
Total revenues	\$ 377.2	100.0 %	\$ 289.6	100.0 %	\$ 87.6	\$ 718.2	100.0 %	\$ 552.2	100.0 %	\$ 166.0

Solid waste revenues

A summary of the period-to-period changes in solid waste revenues (dollars in millions and as percentage growth of solid waste revenues) follows:

	Period-to-Period Change for the Three Months Ended June 30, 2024 vs. 2023		Period-to-Period Change for the Six Months Ended June 30, 2024 vs. 2023	
	Amount	% Growth	Amount	% Growth
Price	\$ 12.3	5.7 %	\$ 23.1	5.6 %
Volume	(4.0)	(1.8)%	(9.3)	(2.3)%
Surcharges and other fees	0.4	0.1 %	(0.8)	(0.2)%
Commodity price and volume	0.8	0.4 %	1.6	0.4 %
Acquisitions	66.8	30.7 %	132.8	32.2 %
Solid waste revenues	<u>\$ 76.3</u>	<u>35.1 %</u>	<u>\$ 147.4</u>	<u>35.7 %</u>

The most significant items impacting the change in our solid waste revenues during the three and six months ended June 30, 2024 as compared to the prior year periods are summarized below:

- Price increased solid waste revenues both quarterly and year-to-date due to (i) favorable collection pricing of \$9.2 million, or 6.2% as a percentage of collection operations quarterly, and \$18.0 million, or 6.2% as a percentage of collection operations year-to-date, and (ii) favorable disposal pricing of \$3.1 million, or 4.8% as a percentage of disposal operations quarterly, and \$5.1 million, or 4.5% as a percentage of disposal operations year-to-date, driven by our landfills and transfer stations.
- Volume decreased solid waste revenues both quarterly and year-to-date due to (i) lower disposal volumes of \$(2.2) million, or (3.5)% as a percentage of disposal operations quarterly, and \$(6.0) million, or (5.2)% as a percentage of disposal operations year-to-date, primarily from lower landfill volumes and to a lesser extent transportation volumes, partially offset by higher transfer station volumes, in addition to (ii) lower collection volumes of \$(1.8) million, or (1.2)% as a percentage of collection operations quarterly, and \$(3.5) million, or (1.2)% as a percentage of collection operations year-to-date.
- Acquisitions increased solid waste revenues both quarterly and year-to-date due to activity in line with our growth strategy associated with the timing and acquisition of one business in the six months ended June 30, 2024, and the rollover impact of seven acquisitions completed in fiscal year 2023, including the acquisition of solid waste collection, transfer and recycling operations in Pennsylvania, Maryland and Delaware, which are the basis of one of our regional operating segments, the Mid-Atlantic region (the “GFL Acquisition”), and the acquisition of collection, transfer and recycling operations in the greater Albany, New York Area (dba Twin Bridges) (the “Twin Bridges Acquisition”).

Resource Solutions revenues

See “*Segment Reporting*” below for discussion over the period-to-period changes in Resource Solutions revenues.

Operating Expenses

A summary of cost of operations, general and administration expense, and depreciation and amortization expense is as follows (dollars in millions and as a percentage of total revenues):

	Three Months Ended June 30,				\$ Change	Six Months Ended June 30,				\$ Change
	2024		2023			2024		2023		
Cost of operations	\$ 243.8	64.6 %	\$ 186.3	64.3 %	\$ 57.5	\$ 474.6	66.1 %	\$ 366.6	66.4 %	\$ 108.0
General and administration	\$ 47.2	12.5 %	\$ 35.9	12.4 %	\$ 11.3	\$ 91.5	12.7 %	\$ 71.5	13.0 %	\$ 20.0
Depreciation and amortization	\$ 55.3	14.7 %	\$ 34.9	12.1 %	\$ 20.4	\$ 109.4	15.2 %	\$ 68.4	12.4 %	\$ 41.0

Cost of Operations

Cost of operations includes: (i) direct costs, which consist of the costs of purchased materials and third-party transportation and disposal costs, including third-party tipping fees; (ii) direct labor costs, which include salaries, wages, incentive compensation and related benefit costs such as health and welfare benefits and workers compensation; (iii) direct operational costs, which include landfill operating costs such as accretion expense related to final capping, closure and post-closure obligations, leachate treatment and disposal costs and depletion of landfill operating lease obligations, vehicle insurance costs, host community fees and royalties; (iv) fuel costs used by our vehicles and in conducting our operations; (v) maintenance and repair costs relating to our vehicles, equipment and containers; and (vi) other operational costs including facility costs.

A summary of the major components of our cost of operations is as follows (dollars in millions and as a percentage of total revenues):

	Three Months Ended June 30,				\$ Change	Six Months Ended June 30,				\$ Change
	2024		2023			2024		2023		
Direct costs	\$ 89.3	23.7 %	\$ 72.6	25.1 %	\$ 16.7	\$ 166.6	23.2 %	\$ 138.8	25.1 %	\$ 27.8
Direct labor costs	53.6	14.2 %	37.3	12.9 %	16.3	106.4	14.8 %	74.0	13.4 %	32.4
Direct operational costs	28.4	7.5 %	23.1	8.0 %	5.3	55.0	7.7 %	46.0	8.3 %	9.0
Fuel costs	13.1	3.5 %	9.4	3.3 %	3.7	26.9	3.7 %	20.3	3.7 %	6.6
Maintenance and repair costs	31.2	8.2 %	22.7	7.7 %	8.5	62.3	8.7 %	45.5	8.3 %	16.8
Other operational costs	28.2	7.5 %	21.2	7.3 %	7.0	57.4	8.0 %	42.0	7.6 %	15.4
	<u>\$ 243.8</u>	<u>64.6 %</u>	<u>\$ 186.3</u>	<u>64.3 %</u>	<u>\$ 57.5</u>	<u>\$ 474.6</u>	<u>66.1 %</u>	<u>\$ 366.6</u>	<u>66.4 %</u>	<u>\$ 108.0</u>

These cost categories may change from time to time and may not be comparable to similarly titled categories presented by other companies.

The most significant items impacting the changes in our cost of operations during the three and six months ended June 30, 2024 as compared to the prior year periods are summarized below:

- Direct costs increased in aggregate dollars primarily due to (i) acquisitions and (ii) higher third-party disposal rates reflecting cost inflation; partially offset in dollars, and more than offset as a percentage of revenues, by lower hauling and transportation costs in our Resource Solutions segment primarily related to municipal biosolid volumes in our National Accounts business.
- Direct labor costs increased primarily due to (i) acquisitions and (ii) higher wages and benefit costs reflecting cost inflation; partially offset by improved routing efficiencies.
- Direct operational costs increased in aggregate dollars primarily due to (i) acquisitions, (ii) higher leachate disposal costs, (iii) higher short term rental expense driven by delays in the delivery of fleet vehicles as well as needs from entering new municipal contracts, (iv) higher accretion expense associated with changes in the timing and cost estimates of our closure, post-closure, and capping obligations and (v) general cost inflation.
- Fuel costs increased in aggregate dollars due to acquisitions; partially offset by (i) lower diesel fuel prices along with (ii) reduced fuel consumption in our base business related to lower solid waste volumes and improved routing efficiencies. See Item 3. “Quantitative and Qualitative Disclosures about Market Risk” of this Quarterly Report on Form 10-Q for additional information regarding our fuel costs.
- Maintenance and repair costs increased due to (i) acquisitions, (ii) higher personnel and parts costs reflecting cost inflation, and (iii) higher vehicle maintenance costs driven by delays in the delivery of fleet replacements.
- Other operational costs increased due to (i) acquisitions, (ii) higher spending associated with supporting acquisition-related growth, and (iii) general cost inflation.

General and Administration

General and administration expense includes: (i) labor costs, which consist of salaries, wages, incentive compensation and related benefit costs such as health and welfare benefits and workers compensation costs related to management, clerical and administrative functions; (ii) professional service fees; (iii) provision for expected credit losses; and (iv) other overhead costs including those associated with marketing, sales and community relations efforts.

A summary of the major components of our general and administration expense is as follows (dollars in millions and as a percentage of total revenues):

	Three Months Ended June 30,				\$ Change	Six Months Ended June 30,				\$ Change
	2024		2023			2024		2023		
Labor costs	\$ 29.8	7.9 %	\$ 23.9	8.3 %	\$ 5.9	\$ 59.3	8.3 %	\$ 47.3	8.6 %	\$ 12.0
Professional fees	5.1	1.4 %	2.3	0.8 %	2.8	8.0	1.1 %	4.7	0.9 %	3.3
Provision for expected credit losses	(0.4)	(0.1)%	0.1	— %	(0.5)	—	— %	1.1	0.2 %	(1.1)
Other	12.7	3.3 %	9.6	3.3 %	3.1	24.2	3.3 %	18.4	3.3 %	5.8
	<u>\$ 47.2</u>	<u>12.5 %</u>	<u>\$ 35.9</u>	<u>12.4 %</u>	<u>\$ 11.3</u>	<u>\$ 91.5</u>	<u>12.7 %</u>	<u>\$ 71.5</u>	<u>13.0 %</u>	<u>\$ 20.0</u>

These cost categories may change from time to time and may not be comparable to similarly titled categories presented by other companies.

General and administrative expense increased in aggregate dollars in the three and six months ended June 30, 2024 as compared to the prior year periods, primarily due to (i) acquisition activity, including increased labor costs, professional fees and other costs to support our growth and acquisition strategy, (ii) escalation of salary, wage, incentive compensation and benefit costs, (iii) legal expense associated with employee separation, and (iv) general cost inflation.

Depreciation and Amortization

Depreciation and amortization expense includes: (i) depreciation of property and equipment (including assets recorded for finance leases) on a straight-line basis over the estimated useful lives of the assets; (ii) amortization of landfill costs (including those costs incurred and all estimated future costs for landfill development and construction, along with asset retirement costs arising from closure and post-closure obligations) on a units-of-consumption method as landfill airspace is consumed over the total estimated remaining capacity of a site, which includes both permitted capacity and unpermitted expansion capacity that meets certain criteria for amortization purposes, and amortization of landfill asset retirement costs arising from final capping obligations on a units-of-consumption method as airspace is consumed over the estimated capacity associated with each final capping event; and (iii) amortization of intangible assets with a definite life, based on the economic benefit provided, or using the sum of years digits or straight-line methods over the definitive terms of the related agreements.

A summary of the components of depreciation and amortization expense (dollars in millions and as a percentage of total revenues) follows:

	Three Months Ended June 30,				\$ Change	Six Months Ended June 30,				\$ Change
	2024		2023			2024		2023		
Depreciation expense	\$ 31.9	8.5 %	\$ 20.8	7.2 %	\$ 11.1	\$ 63.8	8.9 %	\$ 41.4	7.5 %	\$ 22.4
Landfill amortization expense	11.2	3.0 %	9.9	3.4 %	1.3	20.8	2.9 %	18.7	3.4 %	2.1
Other amortization expense	12.2	3.2 %	4.2	1.5 %	8.0	24.8	3.4 %	8.3	1.5 %	16.5
	<u>\$ 55.3</u>	<u>14.7 %</u>	<u>\$ 34.9</u>	<u>12.1 %</u>	<u>\$ 20.4</u>	<u>\$ 109.4</u>	<u>15.2 %</u>	<u>\$ 68.4</u>	<u>12.4 %</u>	<u>\$ 41.0</u>

Depreciation and amortization expense increased in the three and six months ended June 30, 2024 as compared to the prior year periods, primarily due to (i) acquisitions, including the impact of accelerated amortization schedules of certain intangibles, (ii) investment in property and equipment in our existing operations, and (iii) higher landfill amortization expense related to changes in cost and other assumptions from the prior year periods, more than offsetting lower landfill volumes.

Expense from Acquisition Activities

In the three and six months ended June 30, 2024, we recorded charges of \$7.8 million and \$12.8 million, respectively, and in the three and six months ended June 30, 2023, we recorded charges of \$3.7 million and \$6.5 million, respectively, comprised primarily of legal, consulting, rebranding and other costs associated with the due diligence, acquisition and integration of acquired businesses. The three and six months ended June 30, 2024 included a charge for an increase in the reserve against accounts receivable of the businesses acquired in the GFL Acquisition as a result of our inability to pursue collections during the transition services period with the seller, resulting in accounts receivable aged beyond what is typical in our business.

Legal Settlement

In the three and six months ended June 30, 2023, we recorded a charge of \$6.2 million due to reaching an agreement at a mediation held on June 20, 2023 with the collective class members of a class action lawsuit relating to certain claims under the Fair Labor Standards Act of 1938 ("FLSA") as well as state wage and hours laws. The settlement agreement was executed July 24, 2023 and has received court approval.

Other Expenses

Interest Expense, net

Our interest expense, net increased \$5.3 million quarterly and \$12.1 million year-to-date as compared to the prior year periods primarily due to: (i) entering into a \$430.0 million aggregate principal amount term loan A facility ("2023 Term Loan Facility") to fund the GFL Acquisition in June 2023, (ii) rising interest rates, and (iii) the issuance of \$35.0 million aggregate principal amount of New York State Environmental Facilities Corporation Solid Waste Disposal Revenue Bonds Series 2020R-2 in August 2023; partially offset by higher interest income associated with higher average cash balances due to the timing of financing activities completed in fiscal year 2023 and rising interest rates.

Loss from Termination of Bridge Financing

In the three and six months ended June 30, 2023, we wrote-off the unamortized debt issuance costs and recognized a loss from termination of bridge financing upon the extinguishment of both a secured bridge financing agreement in connection with the GFL Acquisition of \$3.7 million and \$3.7 million, respectively, and an unsecured bridge financing agreement in connection with the Twin Bridges Acquisition of \$4.5 million and \$4.5 million, respectively.

Provision for Income Taxes

Our provision for income taxes increased \$1.8 million and decreased \$(0.8) million in the three and six months ended June 30, 2024, respectively, from the prior year periods. The 41.2% effective rate for the six months ended June 30, 2024 was computed based on the statutory rate of 21% adjusted primarily for state taxes, nondeductible officer compensation, and an increase in the effective state rate due to tax losses in certain states requiring a valuation allowance; partially offset by tax deductible equity compensation in excess of book expense. This effective rate exceeded the 23.5% effective rate for the six months ended June 30, 2023 primarily due to the current period rate having lower tax deductible equity compensation in excess of book expense and an increase in the effective state rate for tax losses in certain states requiring valuation losses.

The projected effective rate excluding discrete items for the fiscal year ending December 31, 2024 is 35.6%, whereas such rate for the fiscal year ending December 31, 2023 was 31.0%. The projected effective rate excluding discrete items is computed based on the statutory rate of 21%. The discrete items for the six months ended June 30, 2024 increased the rate by 5.6%, whereas the discrete items for the six months ended June 30th, 2023 decreased the rate by 4.6%.

On December 22, 2017, the Tax Cuts and Jobs Act (the "TCJ Act") was enacted. The TCJ Act significantly changed U.S. corporate income tax laws by, among other things, changing carryforward rules for net operating losses. Our \$7.2 million in federal net operating loss carryforwards generated as of the end of 2017 continue to be carried forward for 20 years and are expected to be available to fully offset taxable income earned in 2024 and future years. Federal net operating losses generated after 2017, totaling \$125.8 million carried forward to 2024, will be carried forward indefinitely, but generally may only offset up to 80% of taxable income earned in a tax year.

In addition, the TCJ Act added limitations on the deductibility of interest expense and potentially could limit the deductibility of some of our interest expense. Any interest expense limited may be carried forward indefinitely and utilized in later years subject to the interest limitation.

Segment Reporting

Revenues

A summary of revenues by reportable operating segment (in millions) follows:

	Three Months Ended June 30,			Six Months Ended June 30,		
	2024	2023	\$ Change	2024	2023	\$ Change
Eastern	\$ 106.5	\$ 93.4	\$ 13.1	\$ 200.5	\$ 177.2	\$ 23.3
Western	145.0	124.2	20.8	275.4	235.3	40.1
Mid-Atlantic (1)	42.4	—	42.4	84.0	—	84.0
Resource Solutions	83.3	72.0	11.3	158.3	139.7	18.6
Total revenues	\$ 377.2	\$ 289.6	\$ 87.6	\$ 718.2	\$ 552.2	\$ 166.0

(1) Operations under the Mid-Atlantic region commenced July 1, 2023.

Operating Income (Loss)

A summary of operating income (loss) by operating segment (in millions) follows:

	Three Months Ended June 30,			Six Months Ended June 30,		
	2024	2023	\$ Change	2024	2023	\$ Change
Eastern	\$ 10.5	\$ 7.5	\$ 3.0	\$ 14.2	\$ 9.7	\$ 4.5
Western	17.9	19.0	(1.1)	26.7	31.4	(4.7)
Mid-Atlantic (1)	(7.1)	—	(7.1)	(11.9)	—	(11.9)
Resource Solutions	4.3	0.7	3.6	5.7	(1.3)	7.0
Corporate Entities	(2.6)	(4.6)	2.0	(4.8)	(6.9)	2.1
Operating income	\$ 23.0	\$ 22.6	\$ 0.4	\$ 29.9	\$ 32.9	\$ (3.0)

(1) Operations under the Mid-Atlantic region commenced July 1, 2023.

Eastern Region

A summary of the period-to-period changes in solid waste revenues (dollars in millions and as percentage growth of solid waste revenues) follows:

	Period-to-Period Change for the Three Months Ended June 30, 2024 vs. 2023		Period-to-Period Change for the Six Months Ended June 30, 2024 vs. 2023	
	Amount	% Growth	Amount	% Growth
Price	\$ 5.2	5.6 %	\$ 10.0	5.7 %
Volume	1.6	1.7 %	2.1	1.2 %
Surcharges and other fees	(1.4)	(1.4)%	(3.4)	(2.0)%
Commodity price and volume	0.4	0.4 %	0.6	0.3 %
Acquisitions	7.3	7.8 %	14.0	7.9 %
Solid waste revenues	\$ 13.1	14.1 %	\$ 23.3	13.1 %

Solid waste revenues increased in the three and six months ended June 30, 2024 as compared to the prior year periods, primarily driven by (i) the contribution from acquisitions, (ii) favorable collection pricing of \$4.3 million, or 6.7% as a percentage of collection operations quarterly, and \$8.5 million, or 6.7% as a percentage of collection operations year-to-date, (iii) favorable disposal pricing of \$0.9 million, or 3.4% as a percentage of disposal operations quarterly, and \$1.5 million, or 3.3% as a percentage of disposal operations year-to-date, and (iv) higher disposal volume of \$1.6 million, or 6.3% as a percentage of disposal operations quarterly, and \$2.6 million, or 5.4% as a percentage of disposal operations year-to-date; partially offset by (a) lower surcharges and fees both quarterly and year-to-date due to lower energy and environmental fee (“E&E Fee(s)”) revenues associated with our fuel cost recovery program related to lower diesel fuel prices and lower sustainability recycling adjustment fee (“SRA Fee(s)”) revenues from higher recycled commodity prices as compared to the prior year periods, as well as (b) lower collection volume of \$(0.6) million, or (0.5)% as a percentage of collection operations year-to-date.

See Item 3. “*Quantitative and Qualitative Disclosures about Market Risk*” included in this Quarterly Report on Form 10-Q for additional information regarding our E&E Fees and SRA Fees.

Operating income increased in the three and six months ended June 30, 2024 by \$3.0 million and \$4.5 million, respectively, as compared to the prior year periods. The period-over-period increases were driven by (i) revenue growth, described above, (ii) higher intercompany revenues, (iii) lower costs due to improved routing efficiencies and (iv) a charge for the FLSA-related legal settlement recorded during the three and six months ended June 30, 2023; partially offset by (a) higher costs associated with operating and supporting acquired businesses, including the impact of accelerated amortization schedules of certain intangibles (b) increased depreciation expense due to acquisitions and investment in property and equipment, (c) general cost inflation, including for disposal, labor, and maintenance costs, (d) higher leachate disposal costs, (e) higher accretion expense associated with changes in the timing and cost estimates of our closure, post-closure, and capping obligations and (f) the allocation of higher corporate costs.

Western Region

A summary of the period-to-period changes in solid waste revenues (dollars in millions and as percentage growth of solid waste revenues) follows:

	Period-to-Period Change for the Three Months Ended June 30, 2024 vs. 2023		Period-to-Period Change for the Six Months Ended June 30, 2024 vs. 2023	
	Amount	% Growth	Amount	% Growth
Price	\$ 7.1	5.7 %	\$ 13.1	5.6 %
Volume	(5.5)	(4.5)%	(11.4)	(4.9)%
Surcharges and other fees	(1.1)	(0.7)%	(3.0)	(1.3)%
Commodity price and volume	0.4	0.3 %	1.0	0.4 %
Acquisitions	19.9	16.0 %	40.4	17.2 %
Solid waste revenues	\$ 20.8	16.8 %	\$ 40.1	17.0 %

Solid waste revenues increased in the three and six months ended June 30, 2024 as compared to the prior year periods, primarily driven by (i) the contribution from acquisitions, (ii) favorable collection pricing of \$4.9 million, or 5.8% as a percentage of collection operations quarterly, and \$9.5 million, or 5.8% as a percentage of collection operations year-to-date, and (iii) favorable disposal pricing of \$2.2 million, or 5.8% as a percentage of disposal operations quarterly, and \$3.6 million, or 5.3% as a percentage of disposal operations year-to-date; partially offset by (a) lower disposal volume of \$(3.8) million, or (10.2)% as a percentage of disposal operations quarterly, and \$(8.6) million, or (12.7)% as a percentage of disposal operations year-to-date, mainly driven by lower landfill C&D and special waste volumes, (b) lower collection volume of \$(1.7) million, or (2.0)% as a percentage of collection operations quarterly, and \$(2.9) million, or (1.8)% as a percentage of collection operations year-to-date, due to customer churn and (c) lower surcharges and fees both quarterly and year-to-date due to lower E&E Fee revenues associated with our fuel cost recovery program related to lower diesel fuel prices and lower SRA Fee revenues from higher recycled commodity prices as compared to the prior year periods.

See Item 3. “*Quantitative and Qualitative Disclosures about Market Risk*” included in this Quarterly Report on Form 10-Q for additional information regarding our E&E Fees and SRA Fees.

Operating income declined in the three and six months ended June 30, 2024 by \$(1.1) million and \$(4.7) million, respectively, as compared to the prior year periods. The period-over-period declines were due to (i) higher costs associated with operating and supporting acquired businesses, including the impact of accelerated amortization schedules of certain intangibles, (ii) increased depreciation expense due to acquisitions and investment in property and equipment, (iii) general cost inflation, including for disposal, labor, and maintenance costs, (iv) delays in the delivery of fleet vehicles resulting in higher short term rental and vehicle maintenance costs, (v) higher leachate disposal costs, (vi) higher accretion expense associated with changes in the timing and cost estimates of our closure, post-closure, and capping obligations, (vii) the allocation of higher corporate costs, and (viii) a benefit from the change in fair value of an acquisition related contingent consideration that was recorded in the six months ended June 30, 2023 which was based upon a probability-weighted analysis of a success payment related to the potential attainment of a transfer station permit expansion; partially offset by (a) revenue growth, described above, (b) higher intercompany revenues, (c) lower expense from acquisition activities year-to-date, (d) a charge for the FLSA-related legal settlement recorded during the three and six months ended June 30, 2023, and (e) improved routing efficiencies. See further discussion about the expense from acquisition activities above in “*Operating Expenses*”.

Mid-Atlantic Region

A summary of the period-to-period changes in solid waste revenues (dollars in millions) follows:

	Period-to-Period Change for the Three Months Ended June 30, 2024 vs. 2023		Period-to-Period Change for the Six Months Ended June 30, 2024 vs. 2023	
	Amount		Amount	
Surcharges and other fees	\$	2.8	\$	5.7
Acquisitions		39.6		78.3
Solid waste revenues	\$	42.4	\$	84.0

Collection and transfer station operations for our Mid-Atlantic region operating segment commenced on July 1, 2023 following the GFL Acquisition. The operating losses of \$(7.1) million and \$(11.9) million in the three and six months ended June 30, 2024, respectively, were impacted by \$6.1 million and \$9.1 million of expense from acquisition activities, comprised primarily of integration costs related to the GFL Acquisition, including a charge for an increase in the reserve against accounts receivable of the businesses acquired in the GFL Acquisition as a result of our inability to pursue collections during the transition services period with the seller, resulting in accounts receivable aged beyond what is typical in our business; as well as the impact of accelerated amortization schedules of certain acquired intangibles. See further discussion about the expense from acquisition activities above in “*Operating Expenses*”.

Resource Solutions

A summary of the period-to-period changes in solid waste revenues (dollars in millions and as percentage growth of solid waste revenues) follows:

	Period-to-Period Change for the Three Months Ended June 30, 2024 vs. 2023		Period-to-Period Change for the Six Months Ended June 30, 2024 vs. 2023	
	Amount	% Growth	Amount	% Growth
Price	\$ 3.1	4.3 %	\$ 9.3	6.7 %
Volume	4.8	6.6 %	3.4	2.5 %
Surcharges and other fees	—	— %	(0.4)	(0.4)%
Acquisitions	3.4	4.5 %	6.3	4.5 %
Resource Solutions revenues	\$ 11.3	15.4 %	\$ 18.6	13.3 %

Resource Solutions revenues increased in the three and six months ended June 30, 2024 as compared to the prior year periods, due to the impact from (i) higher recycled commodity pricing of \$4.9 million, or 19.1% as a percentage of processing operations quarterly, and \$9.6 million, or 20.1% as a percentage of processing operations year-to-date, (ii) the contribution from acquisitions, (iii) National Accounts business pricing growth of \$1.7 million, or 3.7% as a percentage of National Accounts operations quarterly, and \$4.4 million, or 4.8% as a percentage of National Accounts operations year-to-date, (iv) higher processing volumes of \$3.2 million, or 12.7% as a percentage of processing operations quarterly, and \$3.7 million, or 7.6% as a percentage of processing operations year-to-date, (v) higher other processing price of \$0.3 million, or 1.3% as a percentage of processing operations quarterly, and \$0.7 million, or 1.4% as a percentage of processing operations year-to-date (vi) higher National Accounts business volumes of \$1.6 million, or 3.4% as a percentage of National Accounts operations quarterly, and lower National Accounts business volumes of \$(0.3) million, or (0.3)% as a percentage of National Accounts operations year-to-date, (vii) lower tipping fees primarily related to contract structures that work to offset recycled commodity price movements of \$(3.8) million, or (14.8)% as a percentage of processing operations quarterly, and \$(5.4) million, or (11.3)% as a percentage of processing operations year-to-date, and (viii) lower surcharges and other fees associated with our National Accounts business year-to-date.

Operating income increased in the three and six months ended June 30, 2024 by \$3.6 million and \$7.0 million, respectively, as compared to the prior year periods. The period-over-period increases were due to (i) revenue growth, described above, and (ii) lower direct costs associated with hauling and transportation relating to municipal biosolid volumes in our National Accounts business; partially offset by (a) higher costs associated with operating and supporting acquired businesses, including the impact of accelerated amortization schedules of certain intangibles, (b) increased depreciation expense due to acquisitions and investment in property and equipment, (c) the allocation of higher corporate costs, (d) general cost inflation, including for disposal, labor, and maintenance costs, and (e) lower intercompany revenues.

Corporate Entities

Corporate Entities operating loss reflects those costs not allocated to our reportable operating segments, which consists of depreciation and amortization expense and certain expense from acquisition activities. Operating deficit decreased \$2.0 million and \$2.1 million in the three and six months ended June 30, 2024, respectively, as compared to the prior year periods, driven by a decline in unallocated expense from acquisition activities. See further discussion about the expense from acquisition activities above in “Operating Expenses”.

Liquidity and Capital Resources

We continually monitor our actual and forecasted cash flows, our liquidity, and our capital requirements in order to properly manage our liquidity needs as we move forward based on the capital intensive nature of our business and our growth acquisition strategy. As of June 30, 2024, we had \$272.5 million of undrawn capacity under our \$300.0 million revolving credit facility (“Revolving Credit Facility”) and \$208.5 million of cash and cash equivalents to help meet our short-term and long-term liquidity needs. We expect existing cash and cash equivalents combined with available cash flows from operations and financing activities to continue to be sufficient to fund our operating activities and cash commitments for investing and financing activities for at least the next 12 months and thereafter for the foreseeable future.

Our known current and long-term uses of cash include, among other possible demands: (i) acquisitions, (ii) capital expenditures and leases, (iii) repayments to service debt and other long-term obligations, and (iv) payments for final capping, closure and post-closure asset retirement obligations and environmental remediation liabilities. We have made in the past, and plan to make in the future, acquisitions to expand service areas, densify existing operations, and grow services for our customers. Future acquisitions may include larger acquisitions that may be inside or outside of our existing market, which could require additional financing either in the form of debt or equity.

A summary of cash and cash equivalents, restricted assets and debt balances, excluding any debt issuance costs, (in millions) follows:

	June 30, 2024	December 31, 2023	\$ Change
Cash and cash equivalents	\$ 208.5	\$ 220.9	\$ (12.4)
Current assets, excluding cash and cash equivalents	\$ 217.3	\$ 205.4	\$ 11.9
Restricted cash and assets	\$ 3.3	\$ 2.2	\$ 1.1
Total current liabilities:			
Current liabilities, excluding current maturities of debt	\$ 204.4	\$ 243.1	\$ (38.7)
Current maturities of debt	65.3	35.8	29.5
Total current liabilities	\$ 269.7	\$ 278.9	\$ (9.2)
Debt, less current portion, excluding unamortized debt issuance costs	\$ 986.2	\$ 1,018.8	\$ (32.6)

Current assets, excluding cash and cash equivalents, increased \$11.9 million and current liabilities, excluding current maturities of debt, decreased \$(38.7) in the six months ended June 30, 2024, resulting in a \$50.6 million increase in working capital, net (defined as current assets, excluding cash and cash equivalents, minus current liabilities, excluding current maturities of debt), from \$(37.7) million as of December 31, 2023 to \$12.9 million as of June 30, 2024. We strive to minimize net working capital by driving shorter days sales outstanding as compared to days payable outstanding.

Summary of Cash Flow Activity

Cash, cash equivalents and restricted cash decreased \$(11.5) million in the six months ended June 30, 2024. A summary of cash flows (in millions) follows:

	Six Months Ended June 30,		\$ Change
	2024	2023	
Net cash provided by operating activities	\$ 79.8	\$ 83.2	\$ (3.4)
Net cash used in investing activities	\$ (73.0)	\$ (597.2)	\$ 524.2
Net cash (used in) provided by financing activities	\$ (18.3)	\$ 908.6	\$ (926.9)

Cash flows from operating activities.

A summary of operating cash flows (in millions) follows:

	Six Months Ended June 30,	
	2024	2023
Net income	\$ 2.9	\$ 9.0
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	109.4	68.4
Interest accretion on landfill and environmental remediation liabilities	5.9	5.0
Amortization of debt issuance costs	1.5	1.5
Stock-based compensation	4.8	4.3
Operating lease right-of-use assets expense	8.5	6.9
Disposition of assets, other items and charges, net	3.2	(0.3)
Loss from termination of bridge financing	—	8.2
Deferred income taxes	0.2	2.0
	136.4	105.0
Changes in assets and liabilities, net	(56.6)	(21.8)
Net cash provided by operating activities	\$ 79.8	\$ 83.2

A summary of the most significant items affecting the change in our operating cash flows follows:

Net cash provided by operating activities decreased \$(3.4) million in the six months ended June 30, 2024 as compared to the six months ended June 30, 2023. This was the result of higher interest expense and an increase in the unfavorable cash flow impact associated with the changes in our assets and liabilities, net of effects of acquisitions and divestitures, substantially offset by revenue growth driven by acquisition activity. For discussion of our operational performance in the six months ended June 30, 2024 as compared to the six months ended June 30, 2023, see “*Results of Operations*” included in this Item 2. “*Management's Discussion and Analysis of Financial Condition and Results of Operations*” of this Quarterly Report on Form 10-Q.

Cash flows from investing activities.

A summary of investing cash flows (in millions) follows:

	Six Months Ended June 30,	
	2024	2023
Acquisitions, net of cash acquired	\$ 1.3	\$ (547.6)
Additions to property and equipment	(74.9)	(50.4)
Additions to intangible assets	(0.2)	—
Proceeds from sale of property and equipment	0.8	0.8
Net cash used in investing activities	\$ (73.0)	\$ (597.2)

A summary of the most significant items affecting the change in our investing cash flows follows:

Acquisitions, net of cash acquired. In the six months ended June 30, 2024, we received a \$2.9 million working capital settlement on a business previously acquired, partially offset by \$(0.7) million in cash consideration on a business acquired and \$(0.9) million in payments on businesses previously acquired, as compared to the six months ended June 30, 2023 during which we acquired two businesses for total consideration of \$(546.3) million, including \$(544.4) million in cash, and paid \$(3.2) million in holdback payments on businesses previously acquired.

Capital expenditures. Capital expenditures were \$24.5 million higher in the six months ended June 30, 2024 as compared to the six months ended June 30, 2023, primarily due to higher capital spend driven by (i) acquisition activity; (ii) spend related to the retrofitting of our Willimantic, Connecticut materials recovery facility; (iii) landfill development, including the development of rail side infrastructure at our Subtitle D landfill located in Mount Jewett, Pennsylvania; and (iv) the timing of spend and increased investment in our fleet.

Cash flows from financing activities.

A summary of financing cash flows (in millions) follows:

	Six Months Ended June 30,	
	2024	2023
Proceeds from long-term borrowings	\$ 1.8	\$ 430.0
Principal payments on debt	(20.1)	(10.6)
Payments of debt issuance costs	—	(7.2)
Proceeds from the public offering of Class A common stock	—	496.4
Net cash (used in) provided by financing activities	\$ (18.3)	\$ 908.6

Debt activity. Net cash associated with debt activity decreased \$437.7 million in the six months ended June 30, 2024 as compared to the six months ended June 30, 2023 primarily due to entering into the \$430.0 million aggregate principal amount 2023 Term Loan Facility in June 2023.

Payment of debt issuance costs. We paid \$7.2 million of debt issuance costs in the six months ended June 30, 2023 primarily related to financing activities associated with the GFL Acquisition, which included \$4.1 million of debt issuance costs that were paid related to short-term secured bridge financing that was terminated in May 2023 when we entered into the 2023 Term Loan Facility.

Proceeds from the public offering of Class A Common Stock. In the six months ended June 30, 2023, we completed a public offering of 6.1 million shares of our Class A common stock at a public offering price of \$85.50 per share. After deducting stock issuance costs received as of June 30, 2023, including underwriting discounts, commissions and offering expenses, the offering has resulted in net proceeds of \$496.4 million. The net proceeds from this offering were and are to be used to fund acquisition activities and to repay certain costs associated with acquisition activities, and to repay borrowings and/or debt securities.

Outstanding Long-Term Debt

Credit Facility

As of June 30, 2024, we are party to the amended and restated credit agreement, dated as of December 22, 2021, as amended by the first and second amendment, dated as of February 9, 2023, and the third amendment, dated as of April 25, 2023 (collectively, the “Amended and Restated Credit Agreement”), which provides for a \$350.0 million aggregate principal amount term loan A facility (“Term Loan Facility”), a \$300.0 million Revolving Credit Facility, with a \$75.0 million sublimit for letters of credit, and a \$430.0 million 2023 Term Loan Facility (collectively, the “Credit Facility”). We have the right to request, at our discretion, an increase in the amount of loans under the Credit Facility by an aggregate amount of \$125.0 million, subject to further increase based on the terms and conditions set forth in the Amended and Restated Credit Agreement. The Credit Facility has a 5-year term that matures in December 2026. The Term Loan Facility and 2023 Term Loan Facility require scheduled quarterly principal payments in amounts equal to up to 0.650% per quarter of the original aggregate principal amount in the case of the Term Loan Facility and 1.25% per quarter of the original aggregate principal amount in the case of the 2023 Term Loan Facility, respectively, with the balances due at maturity. The Credit Facility shall bear interest, at our election, at term secured overnight financing rate (“Term SOFR”), including a secured overnight financing rate adjustment of 10 basis points, or at a base rate, in each case plus or minus any sustainable rate adjustment of up to positive or negative 4.0 basis points per annum, plus an applicable interest rate margin based upon our consolidated net leverage ratio as follows:

	Term SOFR Loans	Base Rate Loans
Term Loan Facility	1.125% to 2.125%	0.125% to 1.125%
Revolving Credit Facility	1.125% to 2.125%	0.125% to 1.125%
2023 Term Loan Facility	1.625% to 2.625%	0.625% to 1.625%

A commitment fee will be charged on undrawn amounts of our Revolving Credit Facility based upon our consolidated net leverage ratio in the range of 0.20% to 0.40% per annum, plus a sustainability adjustment of up to positive or negative 1.0 basis point per annum. The Amended and Restated Credit Agreement provides that Term SOFR is subject to a zero percent floor. We are also required to pay a fronting fee for each letter of credit of 0.25% per annum. Interest under the Amended and Restated Credit Agreement is subject to increase by 2.00% per annum during the continuance of a payment default and may be subject to increase by 2.00% per annum during the continuance of any other event of default. The Credit Facility is guaranteed jointly and severally, fully and unconditionally by all of our significant wholly-owned subsidiaries and secured by substantially all of our assets. As of June 30, 2024, further advances were available under the Revolving Credit Facility in the amount of \$272.5 million. The available amount is net of outstanding irrevocable letters of credit totaling \$27.5 million, and as of June 30, 2024 no amount had been drawn.

The Amended and Restated Credit Agreement requires us to maintain a minimum interest coverage ratio and a maximum consolidated net leverage ratio, to be measured at the end of each fiscal quarter. As of June 30, 2024, we were in compliance with all financial covenants contained in the Amended and Restated Credit Agreement as follows (in millions):

Credit Facility Covenant	Twelve Months Ended June 30, 2024	Covenant Requirements at June 30, 2024
Maximum consolidated net leverage ratio (1)	2.63	4.75
Minimum interest coverage ratio	5.96	3.00

- (1) The maximum consolidated net leverage ratio is calculated as consolidated funded debt, net of up to \$100.0 million of unencumbered cash and cash equivalents in excess of \$2.0 million (calculated at \$951.6 million as of June 30, 2024, or \$1,051.6 million of consolidated funded debt less \$100.0 million total of unencumbered cash and cash equivalents), divided by consolidated EBITDA. Consolidated EBITDA is based on operating results for the twelve months preceding the measurement date of June 30, 2024. Consolidated funded debt, net and consolidated EBITDA as defined by the Amended and Restated Credit Agreement (“Consolidated EBITDA”) are non-GAAP financial measures that should not be considered an alternative to any measure of financial performance calculated and presented in accordance with generally accepted accounting principles in the United States. A reconciliation of net cash provided by operating activities to Consolidated EBITDA is as follows (in millions):

	Twelve Months Ended June 30, 2024
Net cash provided by operating activities	\$ 229.7
Changes in assets and liabilities, net of effects of acquisitions and divestitures	54.3
Stock based compensation	(9.6)
Operating lease right-of-use assets expense	(7.5)
Landfill capping charge - veneer failure	(3.0)
Disposition of assets, other items and charges, net	(4.2)
Interest expense, less amortization of debt issuance costs	59.9
Provision for income taxes, net of deferred income taxes	5.3
Adjustments as allowed by the Amended and Restated Credit Agreement (1)	37.0
Consolidated EBITDA	\$ 361.9

- (1) Adjustments as allowed by the Amended and Restated Credit Agreement includes the estimated annual pro-forma impact of acquisitions on consolidated EBITDA.

In addition to these financial covenants, the Amended and Restated Credit Agreement also contains a number of important customary affirmative and negative covenants which restrict, among other things, our ability to sell assets, incur additional debt, create liens, make investments, and pay dividends. As of June 30, 2024, we were in compliance with the covenants contained in the Amended and Restated Credit Agreement. We do not believe that these restrictions impact our ability to meet future liquidity needs.

An event of default under any of our debt agreements could permit some of our lenders, including the lenders under the 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 the 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 us and against the collateral securing that debt.

Based on the seasonality of our business, operating results in the late fall, winter and early spring months are generally lower than the remainder of our fiscal year. Given the cash flow impact that this seasonality, the capital intensive nature of our business and the timing of debt payments has on our business, we typically incur higher debt borrowings in order to meet our liquidity needs during these times. Consequently, our availability and performance against our financial covenants may tighten during these times as well.

Tax-Exempt Financings and Other Debt

As of June 30, 2024, we had outstanding \$232.0 million aggregate principal amount of tax exempt bonds; \$62.7 million aggregate principal amount of finance leases; and \$0.1 million aggregate principal amount of notes payable. See Note 7, *Debt* to our consolidated financial statements included in Part I, Item 1. “*Financial Statements*” of this Quarterly Report on Form 10-Q for further disclosure regarding debt.

Inflation

Inflationary increases in costs, including current cost inflation associated primarily with labor, certain other cost categories and capital items, have materially affected, and may continue to materially affect, our operating margins and cash flows. While inflation negatively impacted operating results and margins during the three and six months ended June 30, 2024 and 2023, we believe that our flexible pricing structures and cost recovery fees are allowing us to recover and will continue to allow us to recover certain inflationary costs from our customer base. Consistent with industry practice, most of our contracts and service agreements provide for a pass-through of certain costs to our customers, including increases in landfill tipping fees and in most cases fuel costs, intended to mitigate the impact of inflation on our operating results. We have also implemented a number of operating efficiency programs that seek to improve productivity and reduce our service costs, and our fuel cost recovery programs, primarily the energy component of our E&E Fee, which is designed to recover escalating fuel price fluctuations above a periodically reset floor. Despite these programs, competitive factors may require us to absorb at least a portion of these cost increases. See Item 3. “*Quantitative and Qualitative Disclosures about Market Risk*” included in this Quarterly Report on Form 10-Q for additional information regarding our fuel cost recovery programs. Additionally, management’s estimates associated with inflation have had, and will continue to have, an impact on our accounting for landfill and environmental remediation liabilities.

Regional Economic Conditions

Our business is primarily located in the eastern United States. Therefore, our business, financial condition and results of operations are susceptible to downturns in the general economy in these geographic regions and other factors affecting these regions, such as state regulations, labor availability and severe weather conditions. We are unable to forecast or determine the timing and/or the future impact of a sustained economic slowdown or other factors affecting these regions.

Seasonality and Severe Weather

Our revenues historically have been higher in the late spring, summer and early fall months. This seasonality reflects lower volumes of waste in the late fall, winter and early spring months because the volume of waste relating to C&D activities decreases substantially during the winter months in the northeastern United States.

Because certain of our operating and fixed costs remain constant throughout the fiscal year, operating income is therefore impacted by a similar seasonality. Our operations can be adversely affected by periods of inclement or severe weather, which may increase with the physical impacts of climate change and could increase our operating costs associated with the collection and disposal of waste, delay the collection and disposal of waste, reduce the volume of waste delivered to our disposal sites, increase the volume of waste collected under our existing contracts (without corresponding compensation), decrease the throughput and operating efficiency of our materials recycling facilities, or delay construction or expansion of our landfill sites and other facilities. Our operations can also be favorably affected by severe weather, which could increase the volume of waste in situations where we are able to charge for our additional services provided.

Our processing line-of-business in the Resource Solutions operating segment typically experiences increased volumes of fibers from November through mid-January due to increased retail activity during the holiday season.

Critical Accounting Estimates and Assumptions

Our financial statements have been prepared in accordance with generally accepted accounting principles in the United States and necessarily include certain estimates and judgments made by management. On an on-going basis, management evaluates its estimates and judgments which are based on historical experience and on various other factors that are believed to be reasonable under the circumstances. The results of their evaluation form the basis for making judgments about the carrying values of assets and liabilities. Actual results may differ from these estimates under different assumptions and circumstances. Our critical accounting estimates are more fully discussed in Item 7. “*Management's Discussion and Analysis of Financial Condition and Results of Operations*” of our Annual Report on Form 10-K for the fiscal year ended December 31, 2023.

New Accounting Pronouncements

For a description of the new accounting standards that may affect us, see Note 2, *Accounting Changes* to our consolidated financial statements included under Part I. Item 1. “*Financial Statements*” of this Quarterly Report on Form 10-Q.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

In the normal course of business we are exposed to market risks, including changes in diesel fuel prices, interest rates and certain commodity prices. We have a variety of strategies to mitigate these market risks, including those discussed below.

Fuel Price Risk

The price and supply of fuel are unpredictable and fluctuate 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. Fuel is needed to run our fleet of trucks, equipment and other aspects of our operations, and price escalations for fuel increase our operating expenses. We have fuel cost recovery programs, primarily the energy component of our energy and environmental fee (“E&E Fee(s)”), which is designed to offset some or all of the impact of diesel fuel price increases above a periodically reset floor and contemplates a minimum customer participation level to cover changes in our fuel costs. The energy component of the E&E Fee floats on a monthly basis based upon changes in a published diesel fuel price index and is tied to a price escalation index with a look-back provision, which results in a timing lag in our ability to match the changes in the fuel cost component of the fee to diesel fuel price fluctuations during periods of rapid price changes. In certain circumstances, a substantial rise or drop in fuel costs could materially affect our revenue and costs of operations. However, a substantial rise or drop in fuel costs should not have a material impact on our results of operations. In addition, we are susceptible to increases in fuel surcharges from our vendors.

Based on our consumption levels in the last twelve months ended June 30, 2024, combined with our expected fuel consumption related to recently closed acquisitions, and after considering physically settled fuel contracts, we believe a \$0.40 cent per gallon change in the price of diesel fuel would change our direct fuel costs by approximately \$5.6 million per year. Offsetting these changes in direct fuel expense would be changes in the energy component of the E&E Fees charged to our customers. Based on participation rates as of June 30, 2024 and considering recently closed acquisitions, we believe a \$0.40 cent per gallon change in the price of diesel fuel would change the energy component of the E&E Fee by approximately \$5.5 million per year. In addition to direct fuel costs related to our consumption levels, we are also subject to fuel surcharge expense from third party transportation providers. Other operational costs and capital expenditures may also be impacted by fuel prices.

In the three and six months ended June 30, 2024, our fuel costs were \$13.1 million, or 3.5% of revenue, and \$26.9 million, or 3.7% of revenue, respectively, as compared to \$9.4 million, or 3.3% of revenue, and \$20.3 million, or 3.7% of revenue, in the three and six months ended June 30, 2023, respectively.

Commodity Price Risk

We market a variety of materials, including fibers such as old corrugated cardboard and old newsprint, plastics, glass, ferrous and aluminum metals. We may use a number of strategies to mitigate impacts from these recycled material commodity price fluctuations including: (1) charging collection customers a floating sustainability recycling adjustment fee to reduce recycling commodity risks; (2) providing in-bound material recovery facilities (“MRF”) customers with a revenue share or indexed materials purchases in higher commodity price markets, or charging these same customers a processing cost or tipping fee per ton in lower commodity price markets; (3) selling recycled commodities to out-bound MRF customers through floor price or fixed price agreements; or (4) entering into fixed price contracts or hedges that mitigate the variability in cash flows generated from the sales of recycled paper at floating prices. Although we have introduced these risk mitigation programs to help offset volatility in commodity prices and to offset higher labor or capital costs to meet more stringent contamination standards, we cannot provide assurance that we can use these programs with our customers in all circumstances or that they will mitigate these risks in an evolving recycling environment. We do not use financial instruments for trading purposes and are not a party to any leveraged derivatives. As of June 30, 2024, we were not party to any commodity hedging agreements.

The impact of commodity price risk as of June 30, 2024 does not differ materially from that discussed in Item 7A. “*Quantitative and Qualitative Disclosures About Market Risk*” of our Annual Report on Form 10-K for the fiscal year ended December 31, 2023.

Interest Rate Risk

Our strategy to reduce exposure to interest rate risk involves entering into interest rate derivative agreements to hedge against adverse movements in interest rates related to the variable rate portion of our long-term debt. We have designated these derivative instruments as highly effective cash flow hedges, and therefore the change in fair value is recorded in our stockholders’ equity as a component of accumulated other comprehensive income and included in interest expense at the same time as interest expense is affected by the hedged transactions. Differences paid or received over the life of the agreements are recorded as additions to or reductions of interest expense on the underlying debt and included in cash flows from operating activities.

The impact of interest rate risk as of June 30, 2024 does not differ materially from that discussed in Item 7A. “*Quantitative and Qualitative Disclosures About Market Risk*” of our Annual Report on Form 10-K for the fiscal year ended December 31, 2023.

ITEM 4. CONTROLS AND PROCEDURES

Evaluation of disclosure controls and procedures. Our management, with the participation of our chief executive officer and chief financial officer, evaluated the effectiveness of our disclosure controls and procedures as of June 30, 2024. The term “disclosure controls and procedures,” as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (“Exchange Act”), means controls and other procedures of a company that are designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the Securities and Exchange Commission’s rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is accumulated and communicated to the company’s management, including its principal executive and principal financial officers, as appropriate to allow timely decisions regarding required disclosure. Management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving their objectives and management necessarily applies its judgment in evaluating the cost-benefit relationship of possible controls and procedures. Based on the evaluation of our disclosure controls and procedures as of June 30, 2024, our chief executive officer and chief financial officer concluded that, as of such date, our disclosure controls and procedures were effective at the reasonable assurance level.

Changes in internal controls over financial reporting. No change in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) occurred during the three months ended June 30, 2024 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

PART II.

ITEM 1. LEGAL PROCEEDINGS

General Legal Proceedings

The information required by this Item is provided in Note 8, *Commitments and Contingencies* to our consolidated financial statements included in Part I. Item 1. “*Financial Statements*” of this Quarterly Report on Form 10-Q.

Legal Proceedings over Certain Environmental Matters Involving Governmental Authorities with Possible Sanctions of \$1,000,000 or More

Item 103 of the Securities and Exchange Commission's Regulation S-K requires disclosure of certain environmental matters when a governmental authority is a party to the proceedings and the proceedings involve potential monetary sanctions unless we reasonably believe the monetary sanctions, exclusive of interest and costs, will not equal or exceed a specified threshold which we determine is reasonably designed to result in disclosure of any such proceeding that is material to our business or financial condition. Pursuant to Item 103, we have determined such disclosure threshold to be \$1,000,000. We have no matters to disclose in accordance with that requirement.

ITEM 1A. RISK FACTORS

Our business is subject to a number of risks, including those identified in Item 1A. “*Risk Factors*” of our Annual Report on Form 10-K for the fiscal year ended December 31, 2023, and the updated risk factor set forth below, that could have a material effect on our business, results of operations, financial condition and/or liquidity and that could cause our operating results to vary significantly from period to period. We may disclose additional changes to our risk factors or disclose additional factors from time to time in our future filings with the Securities and Exchange Commission.

The increasing focus on PFAS and other emerging contaminants may lead to increased compliance and remediation costs and litigation risks, which could adversely impact our financial condition and results of operations.

The regulatory environment for per - and polyfluoroalkyl substances (commonly referred to as “PFAS”) is rapidly evolving, with increasing demands for enhanced environmental monitoring programs and advanced treatment technologies to mitigate PFAS contamination. Risks to the Company related to PFAS include regulatory risks, including the recent designation by the United States Environmental Protection Agency (“EPA”) of PFAS as hazardous substances, which could create Superfund liabilities under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended for all downstream recipients of PFAS, including passive receivers such as our landfills and transporters of biosolids, the establishment of federal and state drinking water standards and surface water criteria which set low thresholds for impacts to drinking water and surface water, the risk that states in which we operate will require stringent monitoring of PFAS at our landfills, the risk of material increases in landfill leachate treatment costs due to mandatory pre-treatment or otherwise, the risk that existing remedial sites will become more complex and that closed landfills will be under enhanced regulatory scrutiny, the risk that biosolids management will be impacted by restrictions on end uses and the risk that that pre-existing land application sites will be determined to contain PFAS. Any such liability is likely to be uninsurable, with no coverage likely under our pollution or product liability policies.

ITEM 5. OTHER INFORMATION

None of our directors or officers (as defined in Rule 16a-1(f) under the Securities Exchange Act of 1934, as amended) adopted or terminated a Rule 10b5-1 trading arrangement or a non-Rule 10b5-1 trading arrangement (as defined in Item 408(c) of Regulation S-K) during the three months ended June 30, 2024.

ITEM 6. EXHIBITS

Exhibit No.	Description
10.1*	Casella Waste Systems, Inc. Amended and Restated 2016 Incentive Plan (incorporated herein by reference to Appendix A to the Proxy Statement of Casella as filed on April 19, 2024 (File No. 000-23211)).
10.2*+	Form of Restricted Stock Unit Agreement under Amended and Restated 2016 Incentive Plan (employee with employment contract) adopted April 2024.
10.3*+	Form of Restricted Stock Unit Agreement under Amended and Restated 2016 Incentive Plan (employee with no employment contract) adopted April 2024.
10.4*+	Form of Performance-Based Stock Unit Agreement under Amended and Restated 2016 Incentive Plan (employee with employment contract) adopted April 2024.
10.5*+	Form of Performance-Based Stock Unit Agreement under Amended and Restated 2016 Incentive Plan (employee with no employment contract) adopted April 2024.
10.6*+	Form of Restricted Stock Agreement under Amended and Restated 2016 Incentive Plan adopted April 2024.
10.7*+	Form of Incentive Stock Option Agreement under Amended and Restated 2016 Incentive Plan (employee with employment contract) adopted April 2024.
10.8*+	Form of Nonstatutory Stock Option Agreement under Amended and Restated 2016 Incentive Plan (employee with employment contract) adopted April 2024.
10.9*+	Form of Incentive Stock Option Agreement under Amended and Restated 2016 Incentive Plan (employee with no employment contract) adopted April 2024.
10.10*+	Form of Nonstatutory Stock Option Agreement under Amended and Restated 2016 Incentive Plan (employee with no employment contract) adopted April 2024.
10.11*+	Form of Restricted Stock Unit Agreement under Amended and Restated 2016 Incentive Plan (non-employee director) adopted April 2024.
31.1 +	Certification of Principal Executive Officer, pursuant to Section 302 of the Sarbanes – Oxley Act of 2002.
31.2 +	Certification of Principal Financial Officer, pursuant to Section 302 of the Sarbanes – Oxley Act of 2002.
32.1 ++	Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes- Oxley Act of 2002.
32.2 ++	Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes- Oxley Act of 2002.
101.INS	The instance document does not appear in the interactive data file because its XBRL tags are embedded within the inline XBRL document.
101.SCH	Inline XBRL Taxonomy Extension Schema Document.**
101.CAL	Inline XBRL Taxonomy Calculation Linkbase Document.**
101.LAB	Inline XBRL Taxonomy Label Linkbase Document.**
101.PRE	Inline XBRL Taxonomy Presentation Linkbase Document.**
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document.**
104	Cover Page Interactive Data File (formatted as inline XBRL with applicable taxonomy extension information contained in Exhibits 101.)

- * This is a management contract or compensatory plan or arrangement.
- ** Submitted Electronically Herewith. Attached as Exhibit 101 to this report are the following formatted in inline XBRL (Extensible Business Reporting Language): (i) Consolidated Balance Sheets as of June 30, 2024 and December 31, 2023, (ii) Consolidated Statements of Operations for the three and six months ended June 30, 2024 and 2023, (iii) Consolidated Statements of Comprehensive Income for the three and six months ended June 30, 2024 and 2023, (iv) Consolidated Statements of Stockholders' Equity for the three and six months ended June 30, 2024 and 2023, (v) Consolidated Statements of Cash Flows for the six months ended June 30, 2024 and 2023, and (vi) Notes to Consolidated Financial Statements.
- + Filed Herewith
- ++ Furnished Herewith

SIGNATURES

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

Casella Waste Systems, Inc.

Date: August 2, 2024

By: /s/ Kevin Drohan

Kevin Drohan

Vice President and Chief Accounting Officer

(Principal Accounting Officer)

Date: August 2, 2024

By: /s/ Bradford J. Helgeson

Bradford J. Helgeson

Executive Vice President and Chief Financial Officer

(Principal Financial Officer)

CASELLA WASTE SYSTEMS, INC.
Amended and Restated 2016 Incentive Plan

Restricted Stock Unit Agreement
Cover Sheet

This Agreement evidences the grant by Casella Waste Systems, Inc., a Delaware corporation (the “*Company*”), on the date set forth below (the “*Grant Date*”) to the person named below (the “*Participant*”) of an award of restricted stock units (the “*Award*”) based on the number of Continued Employment Units for the Vesting Period listed below. Each unit ultimately earned represents the right to receive one share of the Company’s Class A Common Stock, \$0.01 par value per share (“*Common Stock*”), or the value of such share. This Award is subject to the terms and conditions specified in the Casella Waste Systems, Inc. Amended and Restated 2016 Incentive Plan (the “*Plan*”), and in this Agreement, consisting of this Cover Sheet and the attached Exhibit A.

Participant Name:	
Grant Date:	
Number of Continued Employment Units:	
Continued Employment Units Vesting Period:	

PARTICIPANT:

CASELLA WASTE SYSTEMS, INC.
25 Greens Hill Lane
Rutland, Vermont 05701

By: _____
John W. Casella, Chairman & CEO

By accepting this Award, the Participant hereby (i) acknowledges that a copy of the Plan and a copy of the Plan prospectus have been delivered to the Participant and additional copies thereof are available upon request from the Company’s Human Resources Department, (ii) acknowledges receipt of a copy of this Cover Sheet and Exhibit A hereto (collectively, the “*Agreement*”) and accepts the Award subject to all the terms and conditions of the Plan and the Agreement; (iii) represents that the Participant has read and understands the Plan, the Plan prospectus and the Agreement, and (iv) acknowledges that there are tax consequences related to the Award and that the Participant should consult a tax advisor to determine his or her actual tax consequences.

For this Agreement to become binding, the Participant must accept this Award by signing and returning both copies to the Company within 30 days following notification of the grant. A fully executed copy will be returned to you for your records. Electronic acceptance of this Award pursuant to the Company’s instructions to Participant (including through an online acceptance process managed by the Company’s agent) is acceptable.

EXHIBIT A

CASELLA WASTE SYSTEMS, INC.

Restricted Stock Unit Agreement Amended and Restated 2016 Incentive Plan

Terms and Conditions

1. Grant of Restricted Stock Units.

The Award is granted pursuant to and is subject to and governed by the Plan and the terms of this Agreement. It is a form of “*RSU*” as defined in the Plan. Unless otherwise defined in this Agreement, capitalized terms used herein shall have the same meaning as in the Plan. The shares of Common Stock that are issuable after the RSUs have been earned are referred to in this Agreement as “*Shares*.” The RSUs shall be granted to the Participant without payment of consideration (other than continuing services).

2. Continued Employment RSUs.

RSUs may be earned based on continued service to the Company (“*Continued Employment Units*”) as follows:

Continued Employment Units

Target Maximum: 100% of the Continued Employment Units on the Cover Sheet

3. Determination of Earned Continued Employment Units.

Unless otherwise provided in this Agreement or the Plan, shares will be earned on account of the Continued Employment Units in accordance with the following vesting schedule: one-third of the total number of Continued Employment Units shall be earned on the first anniversary of the Grant Date and an additional one-third of the total number of Continued Employment Units shall be earned on each of the second and third anniversaries of the Grant Date. Any fractional number of Continued Employment Units resulting from the application of the foregoing percentages shall be rounded down to the nearest whole number of Continued Employment Units.

4. Cessation of Business Relationship.

(a) Definitions. For purposes of this Section:

- (i) “*Beneficiary*” shall mean the last person or persons designated as such by the Participant in writing prior to the Participant’s death. If no such person survives the Participant, the Beneficiary shall be the Participant’s estate.
- (ii) “*Cause*” shall have the meaning set forth in the Plan, *provided, however*, that if the Participant is party to any employment, severance or other agreement with the Company (any such agreement, an “*Employment*”

Agreement") that contains a definition of "cause," the meaning ascribed to such term in such Employment Agreement shall apply for purposes of this Section 4.

- (iii) "**Disability**" shall have the meaning provided under Treasury Regulation Section 1.409A-3(i)(4)(i) and (iii).
 - (iv) "**Good Reason**" shall mean (A) a material reduction in the Participant's base compensation; or (B) a requirement that the Participant relocate to, or perform his or her principal job functions at, an office that is more than 100 miles from the office at which the Participant was previously performing his or her principal job functions; *provided, however*, that no such event shall constitute Good Reason unless (X) the Participant gives the Company a written notice of termination for Good Reason not more than 100 days after the initial existence of the condition, (Y) the grounds for termination (if susceptible to correction) are not corrected by the Company within 30 days of its receipt of such notice and (Z) the Participant's termination occurs within 180 days following the Company's receipt of such notice, and *provided further* that if the Participant is party to an Employment Agreement that contains a definition of "good reason," the meaning ascribed to such term in such Employment Agreement shall apply for purposes of this Section 4.
- (b) Death, Disability or Termination Without Cause. If the Participant's continuous service to the Company as an employee or director (a "**Business Relationship**") ceases as a result of the Participant's (i) death, (ii) Disability, or (iii) termination of employment by the Company without Cause or by the Participant for Good Reason (does not apply to voluntarily termination of employment by Participant), the Participant (or the Participant's Beneficiary in the event of the Participant's death) shall be entitled to payment of all Shares.
- (c) Other Cessation of Business Relationship. If the Participant's Business Relationship ceases for any reason other than as described in Section 4(b), the Continued Employment Units which have not been earned pursuant to Section 3 prior to such cessation will be forfeited without the payment of any consideration to the Participant, effective as of such cessation, except as provided in this Section.
- (d) The Participant's Business Relationship shall be deemed to have ceased on the last day of active service to the Company and shall not be extended by any notice of termination period. For purposes hereof, a Business Relationship shall not be considered as having ceased during any leave of absence if such leave of absence has been approved in writing by the Company. For purposes of this Agreement, service with the Company shall include service with a parent, subsidiary, affiliate or division of the Company. Any change in the type of Business Relationship the Participant has within or among the Company and a parent, subsidiary, affiliate or division of the Company shall not be treated as a cessation of the Business Relationship for purposes of this Section so long as the Participant continuously maintains a Business Relationship.

5. Payment.

- (a) Within 60 days following the date on which any RSUs are earned, the Company shall distribute to the Participant (or to the Participant's Beneficiary in the event of death) the Shares represented by RSUs that were earned, subject to Section 11 hereof and upon the satisfaction of all other applicable conditions as to the RSUs; *provided, however,* that the Shares shall be distributed no later than the 15th day of the third month following the end of the Company's taxable year; *provided further, however,* that the Shares may be distributed following the date contemplated in this Section to the extent permitted under Section 409A ("**Section 409A**") of the Internal Revenue Code of 1986, and the regulations, including the proposed regulations thereunder (the "**Code**") without the payment becoming subject to, and being treated as "nonqualified deferred compensation" within the meaning of Section 409A (such as where the Company reasonably anticipates that the payment will violate federal securities laws or other applicable laws). Payment of any earned RSUs shall be made in whole Shares. Earned RSUs shall be rounded down to the nearest whole Share, and the Company shall pay the value of any fractional Shares to the Participant in cash on the basis of the fair market value per share of Common Stock on the date of distribution (determined by reference to the closing price of the Common Stock on the principal exchange on which the Common Stock trades on the date of distribution, or if such date is not a trading date, on the next preceding trading date).
- (b) The Company shall not be obligated to issue Shares to the Participant upon the earning of any RSUs unless the issuance and delivery of such Shares shall comply with all relevant provisions of law and other legal requirements including, without limitation, any applicable federal, state or foreign securities laws and the requirements of any stock exchange upon which Shares may be listed.
- (c) Anything in the foregoing to the contrary notwithstanding, RSUs granted under this Agreement may be suspended, delayed or otherwise deferred for any of the reasons contemplated in Sections 4 and 5 only to the extent such suspension, delay or deferral is permitted under Treas. Reg. §§1.409A-2(b)(7), 1.409A-1(b)(4)(ii) or successor provisions, or as otherwise permitted under Section 409A.

6. Option of Company to Deliver Cash.

Notwithstanding any of the other provisions of this Agreement, at the time when any RSUs are payable pursuant to Section 5, the Company may elect, in the sole discretion of the Committee, to deliver to the Participant in lieu of the Shares represented by RSUs that are then payable an equivalent amount of cash (determined by reference to the closing price of the Shares on the principal exchange on which the Shares trade on the applicable payment date or if such date is not a trading date, on the next preceding trading date). Such payments shall be made no later than the deadline set forth in Section 5(a) hereof. If the Company elects to deliver cash to the Participant, the Company is authorized to retain such amount as is sufficient to satisfy any tax withholding obligations as set forth in Section 11 hereof.

7. Restrictions on Transfer.

- (a) The Participant shall not sell, assign, transfer, pledge, hypothecate or otherwise encumber or dispose of any RSUs, either voluntarily or by operation of law. Any attempt to dispose of any RSUs in contravention of the above restriction shall be null and void and without effect.
- (b) The Company shall not be required (i) to transfer on its books any of the RSUs that have been transferred in violation of any of the provisions set forth herein or (ii) to treat as the owner of such RSUs any transferee to whom such RSUs have been transferred in violation of any of the provisions contained herein.

8. No Obligation to Continue Business Relationship. Neither the Plan, this Agreement, nor the grant of the RSUs imposes any obligation on the Company or its subsidiaries to have or continue a Business Relationship with the Participant.

9. No Rights as Stockholder. The RSUs represent an unfunded, unsecured promise by the Company to deliver Shares or the value thereof in accordance with the terms of this Agreement. The Participant shall have no rights as a shareholder with respect to the Shares underlying the RSUs. The Participant shall have no right to vote or receive dividends with respect to any Shares underlying the RSUs unless and until such Shares are distributed to the Participant.

10. Adjustments for Capital Changes; Reorganization and Change in Control Events.

The Plan contains provisions covering the treatment of RSUs in a number of contingencies such as stock splits and mergers. Provisions in the Plan for such adjustments are applicable hereunder and are incorporated herein by reference. The treatment of the RSUs in connection with a Reorganization Event or Change in Control Event is governed by Section 10 of the Plan.

11. Withholding Taxes.

The Participant acknowledges that, regardless of any action taken by the Company, the ultimate liability for all federal, state, local or other taxes of any kind related to the Participant's participation in the Plan and legally applicable to the Participant is and remains the Participant's responsibility and may exceed the amount, if any, actually withheld by the Company. The Participant acknowledges and agrees that the Company has the right to deduct from payments of any kind otherwise due to the Participant any federal, state, local or other taxes of any kind required by law to be withheld with respect to the vesting of the RSUs. At such time as the Participant is not aware of any material nonpublic information about the Company or the Common Stock and is not prohibited from doing so by the Company's insider trading policy or otherwise, the Participant shall execute the instructions set forth in Exhibit A attached hereto (the "**Automatic Sell-to-Cover Instruction**") as the means of satisfying such tax obligation; provided that once the Participant has executed and delivered such Automatic Sell-to-Cover Instruction to the Company, the Participant shall not be required to execute the instruction again unless and until the Participant has revoked or otherwise terminated the instruction required by the Automatic Sell-to-Cover Instruction. If the Participant does not execute the Automatic Sell-to-Cover Instruction prior to the vesting date, then the Participant agrees that if under

applicable law the Participant will owe taxes at such vesting date on the portion of the RSUs then vested the Company shall be entitled to immediate payment from the Participant of the amount of any tax required to be withheld by the Company. The Company shall not deliver any shares of Common Stock to the Participant until it is satisfied that all required withholdings have been made.

12. Nature of Grant.

In accepting the RSUs, Participant acknowledges that: (a) the grant of the RSUs is voluntary and occasional and does not create any contractual or other right to receive future grants of RSUs, or benefits in lieu of RSUs even if RSUs have been granted repeatedly in the past; (b) all decisions with respect to future awards of RSUs, if any, will be at the sole discretion of the Company; (c) the future value of the underlying Shares is unknown and cannot be predicted with certainty; (d) in consideration of the award of RSUs, no claim or entitlement to compensation or damages shall arise from termination of the RSUs or any diminution in value of the RSUs or Shares received when the RSUs are earned resulting from the Participant's termination of employment by the Company or any subsidiary (for any reason whatsoever and whether or not in breach of local employment laws), and Participant irrevocably releases the Company and/or the subsidiary from any such claim that may arise; (e) in the event of involuntary termination of Participant's employment (whether or not in breach of local employment laws), Participant's right to receive RSUs and vesting under the Plan, if any, will terminate effective as of the date that Participant is no longer actively employed and will not be extended by any notice period mandated under local law or contract, and the Company shall have the exclusive discretion to determine when Participant is no longer actively employed for purposes of the RSUs; (f) the Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding Participant's participation in the Plan, or Participant's acquisition or sale of the underlying Shares; and (g) Participant is hereby advised to consult with his or her own personal tax, legal and financial advisors regarding Participant's participation in the Plan before taking any action related to the Plan.

13. Miscellaneous.

- (a) Notices. All notices hereunder shall be in writing and shall be deemed given when sent by certified or registered mail, postage prepaid, return receipt requested, if to the Participant, to the address set forth on the cover sheet or at the most recent address shown on the records of the Company, and if to the Company, to the Company's principal office, attention of the Corporate Secretary.
- (b) Entire Agreement; Modification. This Agreement (including the cover sheet) and the Plan constitutes the entire agreement between the parties relative to the subject matter hereof, and supersedes all other communications between the parties relating to the subject matter of this Agreement. This Agreement may be modified, amended or rescinded by the Committee as it shall deem advisable, subject to any requirement for shareholder approval imposed by applicable law or other applicable rules, including, without limitation, the rules of the stock exchange on which the Shares are listed. If the Committee determines that the Award terms could result in adverse tax consequences to the Participant, the

Committee may amend this Agreement without the consent of the Participant in order to minimize or eliminate such tax treatment.

- (c) Plan Governs. This Agreement is subject to all terms and provisions of the Plan. In the event of a conflict between one or more provisions of this Agreement and one or more provisions of the Plan, the provisions of the Plan will govern.
- (d) Severability. The invalidity, illegality or unenforceability of any provision of this Agreement shall in no way affect the validity, legality or enforceability of any other provision.
- (e) Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the heirs, legatees, distributees, executors and administrators of the Participant and the successors and assigns of the Company.
- (f) Participant's Acceptance. The Participant is urged to read this Agreement carefully and to consult with his or her own legal counsel regarding the terms and consequences of this Agreement and the legal and binding effect of this Agreement. By virtue of his or her acceptance of this Agreement, the Participant is deemed to have accepted and agreed to all of the terms and conditions of this Award and the provisions of the Plan, including as binding, conclusive and final all decisions or interpretations of the Committee upon any questions arising under the Plan or this Award. The Participant agrees that in accepting this award, the Participant will be bound by any clawback policy that the Company has in place or may adopt in the future.
- (g) Section 409A. This Agreement, the RSUs and payments made pursuant to this Agreement are intended to comply with or qualify for an exemption from the requirements of Section 409A and shall be construed consistently therewith and shall be interpreted in a manner consistent with that intention. Terms defined in the Agreement shall have the meanings given such terms under Section 409A if and to the extent required to comply with Section 409A. Notwithstanding any other provision of this Agreement, the Company reserves the right, to the extent the Company deems necessary or advisable, in its sole discretion, to unilaterally amend the Plan and/or this Agreement to ensure that all RSUs are awarded in a manner that qualifies for exemption from or complies with Section 409A, *provided, however*, that the Company makes no undertaking to preclude Section 409A from applying to this Award of RSUs. Any payments described in this Section 13(g) that are due within the "short term deferral period" as defined in Section 409A shall not be treated as deferred compensation unless applicable law requires otherwise. If and to the extent any portion of any payment, compensation or other benefit provided to the Participant in connection with his or her employment termination is determined to constitute "nonqualified deferred compensation" within the meaning of Section 409A and the Participant is a specified employee as defined in Section 409A(2)(B)(i) of the Code, as determined by the Company in accordance with its procedures, by which determination the Participant hereby agrees that he or she is bound, such portion of the payment, compensation or other benefit shall not be paid before the day that is six months plus one day after the date of separation from service (as determined under Section 409A (the "***New Payment Date***")), except as Section

409A may then permit. The aggregate of any payments that otherwise would have been paid to the Participant during the period between the date of separation from service and the New Payment Date shall be paid to the Participant in a lump sum on such New Payment Date, and any remaining payments will be paid on their original schedule. Notwithstanding the foregoing, the Company, its subsidiaries, directors, officers and agents shall have no liability to a Participant, or any other party, if an Award that is intended to be exempt from, or compliant with, Section 409A is not so exempt or compliant, or for any action taken by the Committee.

- (h) Governing Law/Choice of Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Delaware, without giving effect to the principles of the conflicts of laws thereof. For purposes of litigating any dispute that arises directly or indirectly from the relationship of the parties, evidenced by this Award or the Agreement, the parties hereby submit to and consent to the exclusive jurisdiction of the State of Vermont and agree that such litigation shall be conducted only in the courts of Rutland County, Vermont, or the federal courts for the United States for the District of Vermont, and no other courts, where this Award is made and/or to be performed.
- (i) Administrator Authority. The Committee will have the power to interpret the Plan and this Agreement and to adopt such rules for the administration, interpretation and application of the Plan as are consistent therewith and to interpret or revoke any such rules (including, but not limited to, the determination of whether or not any RSUs have been earned). All actions taken and all interpretations and determinations made by the Committee in good faith will be final and binding upon Participant, the Company and all other interested persons.
- (j) Electronic Delivery. The Company may, in its sole discretion, decide to deliver any documents related to the RSUs awarded under and participation in the Plan or future RSUs that may be awarded under the Plan by electronic means or to request the Participant's consent to participate in the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and, if requested, to agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.

Exhibit A

DURABLE AUTOMATIC SELL-TO-COVER INSTRUCTION

This Durable Automatic Sell-to-Cover Instruction (this “Instruction”), which is being delivered to Casella Waste Systems, Inc. (the “Company”) by the undersigned on the date set forth below (the “Adoption Date”), relates to the Covered RSUs/PSUs (as defined following my signature below). This Instruction provides for “eligible sell-to-cover transactions” (as described in Rule 10b5-1(c)(1)(ii)(D)(3) under the Securities Exchange Act of 1934 (the “Exchange Act”)) and is intended to satisfy the affirmative defense conditions of Rule 10b5-1(c)(1) under the Exchange Act.

I acknowledge that upon vesting and settlement of any Covered RSUs/PSUs in accordance with the applicable RSU’s or PSU’s terms, whether vesting is based on the passage of time or the achievement of performance goals, I will have compensation income equal to the fair market value of the shares of the Company’s Class A Common Stock, \$0.01 par value per share (the “Common Stock”), subject to the RSUs or PSUs that are settled on such settlement date and that the Company is required to withhold income and employment taxes in respect of that compensation income.

I desire to establish a plan and process to satisfy such withholding obligation in respect of all Covered RSUs/PSUs through an automatic sale of the number of the shares of Common Stock that would otherwise be issuable to me on each applicable settlement date in an amount sufficient to satisfy the applicable withholding obligation, with the proceeds of the sale delivered to the Company in satisfaction of the applicable withholding obligation.

I understand that the Company has arranged for the administration and execution of its equity incentive programs and the sale of securities by participants thereunder pursuant to a platform administered by a third party (the “Administrator”) and the Administrator’s designated brokerage partner.

Upon the settlement of any of my Covered RSUs/PSUs after the 30th day following the Adoption Date (or if I am an officer of the Company on the Adoption Date, after the 120th day following the Adoption Date) (the “Cooling-Off Period”), I hereby appoint the Administrator (or any successor administrator) to automatically sell such number of shares of Common Stock issuable with respect to such RSUs or PSUs that vested and settled as is sufficient to generate net proceeds sufficient to satisfy the Company’s minimum statutory withholding obligations with respect to the income recognized by me in connection with the vesting and settlement of such RSUs or PSUs (based on minimum statutory withholding rates for all tax purposes, including payroll and social security taxes, that are applicable to such income), and the Company shall receive such net proceeds in satisfaction of such tax withholding obligation.

I hereby appoint the Chief Executive Officer and the Chief Financial Officer, and any of them acting alone and with full power of substitution, to serve as my attorneys-in-fact to arrange for the sale of shares of Common Stock in accordance with this Instruction. I agree to execute and deliver such documents, instruments and certificates as may reasonably be required in connection with the sale of the shares of Common Stock pursuant to this Instruction.

Unless the third and final box in the definition of Covered RSUs/PSUs below is checked, if I have previously adopted an automatic sale or sell-to-cover instruction relating to Covered RSUs/PSUs, this Instruction shall be void *ab initio*.

I hereby certify that, as of the Adoption Date:

(i) I am not prohibited from entering into this Instruction by the Company’s insider trading policy or otherwise;

(ii) I am not aware of any material nonpublic information about the Company or the Common Stock; and

(iii) I am adopting this Instruction in good faith and not as part of a plan or scheme to evade the prohibitions of Rule 10b-5 under the Exchange Act.

Print Name: _____

Date: _____

Covered RSUs/PSUs:

The following restricted stock units (“RSUs”) and performance-based restricted stock units (“PSUs”) are covered by this Instruction.

Check all applicable boxes:

The first award of RSUs or PSUs granted to me on or after _____ [*insert date of grant of current RSUs/PSUs the grant of which is triggering the execution of this Instruction; if instruction is being executed in advance of a grant of RSUs/PSUs, insert the Adoption Date*] and any RSUs and/or PSUs that may, from time to time following such date, be granted to me by the Company, other than any future granted RSUs and/or PSUs which by the terms of the applicable award agreement require the Company to withhold shares for tax withholding obligations in connection with the vesting and settlement of such RSUs or PSUs, and therefore do not permit sell-to-cover transactions.

Any outstanding RSUs and/or PSUs that were granted to me by the Company prior to the Adoption Date that (1) are not subject to any prior automatic sale or sell-to-cover instruction and (2) for which the next vesting date is after the Cooling-Off Period, other than any previously granted RSUs and/or PSUs which by the terms of the applicable award agreement require the Company to withhold shares for tax withholding obligations in connection with the vesting and settlement of such RSUs or PSUs, and therefore do not permit sell-to-cover transactions.

With respect to any RSUs and/or PSUs, whether or not granted to me by the Company prior to the Adoption Date, that already are subject to an automatic sale or sell-to-cover instruction (a “Prior Instruction”), I elect to have such sales effected pursuant to this Instruction and confirm that doing so does not modify or change the amount, price, or timing of such sales from those provided by the Prior Instruction (and, as a result the Cooling-Off Period is not applicable to sales pursuant to this Instruction that were previously subject to the Prior Instruction).

CASELLA WASTE SYSTEMS, INC.
 Amended and Restated 2016 Incentive Plan

Restricted Stock Unit Agreement
Cover Sheet

This Agreement evidences the grant by Casella Waste Systems, Inc., a Delaware corporation (the “**Company**”), on the date set forth below (the “**Grant Date**”) to the person named below (the “**Participant**”) of an award of restricted stock units (the “**Award**”) based on the number of Continued Employment Units for the Vesting Period listed below. Each unit ultimately earned represents the right to receive one share of the Company’s Class A Common Stock, \$0.01 par value per share (“**Common Stock**”), or the value of such share. This Award is subject to the terms and conditions specified in the Casella Waste Systems, Inc. Amended and Restated 2016 Incentive Plan (the “**Plan**”), and in this Agreement, consisting of this Cover Sheet and the attached Exhibit A.

Participant Name:	
Grant Date:	
Number of Continued Employment Units:	
Continued Employment Units Vesting Period:	

PARTICIPANT:

CASELLA WASTE SYSTEMS, INC.
 25 Greens Hill Lane
 Rutland, Vermont 05701

By: _____
 John W. Casella, Chairman & CEO

By accepting this Award, the Participant hereby (i) acknowledges that a copy of the Plan and a copy of the Plan prospectus have been delivered to the Participant and additional copies thereof are available upon request from the Company’s Human Resources Department, (ii) acknowledges receipt of a copy of this Cover Sheet and Exhibit A hereto (collectively, the “**Agreement**”) and accepts the Award subject to all the terms and conditions of the Plan and the Agreement; (iii) represents that the Participant has read and understands the Plan, the Plan prospectus and the Agreement, and (iv) acknowledges that there are tax consequences related to the Award and that the Participant should consult a tax advisor to determine his or her actual tax consequences.

For this Agreement to become binding, the Participant must accept this Award by signing and returning both copies to the Company within 30 days following notification of the grant. A fully executed copy will be returned to you for your records. Electronic acceptance of this Award pursuant to the Company’s instructions to Participant (including through an online acceptance process managed by the Company’s agent) is acceptable.

EXHIBIT A

CASELLA WASTE SYSTEMS, INC.

Restricted Stock Unit Agreement Amended and Restated 2016 Incentive Plan

Terms and Conditions

1. Grant of Restricted Stock Units.

The Award is granted pursuant to and is subject to and governed by the Plan and the terms of this Agreement. It is a form of “*RSU*” as defined in the Plan. Unless otherwise defined in this Agreement, capitalized terms used herein shall have the same meaning as in the Plan. The shares of Common Stock that are issuable after the RSUs have been earned are referred to in this Agreement as “*Shares*.” The RSUs shall be granted to the Participant without payment of consideration (other than continuing services).

2. Continued Employment RSUs.

RSUs may be earned based on continued service to the Company (“*Continued Employment Units*”) as follows:

Continued Employment Units

Target Maximum: 100% of the Continued Employment Units on the Cover Sheet

3. Determination of Earned Continued Employment Units.

Unless otherwise provided in this Agreement or the Plan, shares will be earned on account of the Continued Employment Units in accordance with the following vesting schedule: one-third of the total number of Continued Employment Units shall be earned on the first anniversary of the Grant Date and an additional one-third of the total number of Continued Employment Units shall be earned on each of the second and third anniversaries of the Grant Date. Any fractional number of Continued Employment Units resulting from the application of the foregoing percentages shall be rounded down to the nearest whole number of Continued Employment Units.

4. Cessation of Business Relationship.

(a) Definitions. For purposes of this Section:

(i) “*Beneficiary*” shall mean the last person or persons designated as such by the Participant in writing prior to the Participant’s death. If no such person survives the Participant, the Beneficiary shall be the Participant’s estate.

(ii) “*Disability*” shall have the meaning provided under Treasury Regulation Section 1.409A-3(i)(4)(i) and (iii).

(b) Death or Disability. If the Participant’s continuous service to the Company as an employee or director (a “*Business Relationship*”) ceases as a result of the

Participant's (i) death or (ii) Disability, the Participant (or the Participant's Beneficiary in the event of the Participant's death) shall be entitled to payment of all Shares.

- (c) Other Cessation of Business Relationship. If the Participant's Business Relationship ceases for any reason other than as described in Section 4(b), the Continued Employment Units which have not been earned pursuant to Section 3 prior to such cessation will be forfeited without the payment of any consideration to the Participant, effective as of such cessation, except as provided in this Section.
- (d) The Participant's Business Relationship shall be deemed to have ceased on the last day of active service to the Company and shall not be extended by any notice of termination period. For purposes hereof, a Business Relationship shall not be considered as having ceased during any leave of absence if such leave of absence has been approved in writing by the Company. For purposes of this Agreement, service with the Company shall include service with a parent, subsidiary, affiliate or division of the Company. Any change in the type of Business Relationship the Participant has within or among the Company and a parent, subsidiary, affiliate or division of the Company shall not be treated as a cessation of the Business Relationship for purposes of this Section so long as the Participant continuously maintains a Business Relationship.

5. Payment.

- (a) Within 60 days following the date on which any RSUs are earned, the Company shall distribute to the Participant (or to the Participant's Beneficiary in the event of death) the Shares represented by RSUs that were earned, subject to Section 11 hereof and upon the satisfaction of all other applicable conditions as to the RSUs; *provided, however*, that the Shares shall be distributed no later than the 15th day of the third month following the end of the Company's taxable year; *provided further, however*, that the Shares may be distributed following the date contemplated in this Section to the extent permitted under Section 409A ("**Section 409A**") of the Internal Revenue Code of 1986, and the regulations, including the proposed regulations thereunder (the "**Code**") without the payment becoming subject to, and being treated as "nonqualified deferred compensation" within the meaning of Section 409A (such as where the Company reasonably anticipates that the payment will violate federal securities laws or other applicable laws). Payment of any earned RSUs shall be made in whole Shares. Earned RSUs shall be rounded down to the nearest whole Share, and the Company shall pay the value of any fractional Shares to the Participant in cash on the basis of the fair market value per share of Common Stock on the date of distribution (determined by reference to the closing price of the Common Stock on the principal exchange on which the Common Stock trades on the date of distribution, or if such date is not a trading date, on the next preceding trading date).
- (b) The Company shall not be obligated to issue Shares to the Participant upon the earning of any RSUs unless the issuance and delivery of such Shares shall comply with all relevant provisions of law and other legal requirements including, without

limitation, any applicable federal, state or foreign securities laws and the requirements of any stock exchange upon which Shares may be listed.

- (c) Anything in the foregoing to the contrary notwithstanding, RSUs granted under this Agreement may be suspended, delayed or otherwise deferred for any of the reasons contemplated in Sections 4 and 5 only to the extent such suspension, delay or deferral is permitted under Treas. Reg. §§1.409A-2(b)(7), 1.409A-1(b)(4)(ii) or successor provisions, or as otherwise permitted under Section 409A.

6. Option of Company to Deliver Cash.

Notwithstanding any of the other provisions of this Agreement, at the time when any RSUs are payable pursuant to Section 5, the Company may elect, in the sole discretion of the Committee, to deliver to the Participant in lieu of the Shares represented by RSUs that are then payable an equivalent amount of cash (determined by reference to the closing price of the Shares on the principal exchange on which the Shares trade on the applicable payment date or if such date is not a trading date, on the next preceding trading date). Such payments shall be made no later than the deadline set forth in Section 5(a) hereof. If the Company elects to deliver cash to the Participant, the Company is authorized to retain such amount as is sufficient to satisfy any tax withholding obligations as set forth in Section 11 hereof.

7. Restrictions on Transfer.

- (a) The Participant shall not sell, assign, transfer, pledge, hypothecate or otherwise encumber or dispose of any RSUs, either voluntarily or by operation of law. Any attempt to dispose of any RSUs in contravention of the above restriction shall be null and void and without effect.
- (b) The Company shall not be required (i) to transfer on its books any of the RSUs that have been transferred in violation of any of the provisions set forth herein or (ii) to treat as the owner of such RSUs any transferee to whom such RSUs have been transferred in violation of any of the provisions contained herein.

8. No Obligation to Continue Business Relationship. Neither the Plan, this Agreement, nor the grant of the RSUs imposes any obligation on the Company or its subsidiaries to have or continue a Business Relationship with the Participant.

9. No Rights as Stockholder. The RSUs represent an unfunded, unsecured promise by the Company to deliver Shares or the value thereof in accordance with the terms of this Agreement. The Participant shall have no rights as a shareholder with respect to the Shares underlying the RSUs. The Participant shall have no right to vote or receive dividends with respect to any Shares underlying the RSUs unless and until such Shares are distributed to the Participant.

10. Adjustments for Capital Changes; Reorganization and Change in Control Events.

The Plan contains provisions covering the treatment of RSUs in a number of contingencies such as stock splits and mergers. Provisions in the Plan for such adjustments are applicable hereunder and are incorporated herein by reference. The

treatment of the RSUs in connection with a Reorganization Event or Change in Control Event is governed by Section 10 of the Plan.

11. Withholding Taxes.

The Participant acknowledges that, regardless of any action taken by the Company, the ultimate liability for all federal, state, local or other taxes of any kind related to the Participant's participation in the Plan and legally applicable to the Participant is and remains the Participant's responsibility and may exceed the amount, if any, actually withheld by the Company. The Participant acknowledges and agrees that the Company has the right to deduct from payments of any kind otherwise due to the Participant any federal, state, local or other taxes of any kind required by law to be withheld with respect to the vesting of the RSUs. At such time as the Participant is not aware of any material nonpublic information about the Company or the Common Stock and is not prohibited from doing so by the Company's insider trading policy or otherwise, the Participant shall execute the instructions set forth in Exhibit A attached hereto (the "**Automatic Sell-to-Cover Instruction**") as the means of satisfying such tax obligation; provided that once the Participant has executed and delivered such Automatic Sell-to-Cover Instruction to the Company, the Participant shall not be required to execute the instruction again unless and until the Participant has revoked or otherwise terminated the instruction required by the Automatic Sell-to-Cover Instruction. If the Participant does not execute the Automatic Sell-to-Cover Instruction prior to the vesting date, then the Participant agrees that if under applicable law the Participant will owe taxes at such vesting date on the portion of the RSUs then vested the Company shall be entitled to immediate payment from the Participant of the amount of any tax required to be withheld by the Company. The Company shall not deliver any shares of Common Stock to the Participant until it is satisfied that all required withholdings have been made.

12. Nature of Grant.

In accepting the RSUs, Participant acknowledges that: (a) the grant of the RSUs is voluntary and occasional and does not create any contractual or other right to receive future grants of RSUs, or benefits in lieu of RSUs even if RSUs have been granted repeatedly in the past; (b) all decisions with respect to future awards of RSUs, if any, will be at the sole discretion of the Company; (c) the future value of the underlying Shares is unknown and cannot be predicted with certainty; (d) in consideration of the award of RSUs, no claim or entitlement to compensation or damages shall arise from termination of the RSUs or any diminution in value of the RSUs or Shares received when the RSUs are earned resulting from the Participant's termination of employment by the Company or any subsidiary (for any reason whatsoever and whether or not in breach of local employment laws), and Participant irrevocably releases the Company and/or the subsidiary from any such claim that may arise; (e) in the event of involuntary termination of Participant's employment (whether or not in breach of local employment laws), Participant's right to receive RSUs and vesting under the Plan, if any, will terminate effective as of the date that Participant is no longer actively employed and will not be extended by any notice period mandated under local law or contract, and the Company shall have the exclusive discretion to determine when Participant is no longer actively employed for purposes of the RSUs; (f) the Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding

Participant's participation in the Plan, or Participant's acquisition or sale of the underlying Shares; and (g) Participant is hereby advised to consult with his or her own personal tax, legal and financial advisors regarding Participant's participation in the Plan before taking any action related to the Plan.

13. Miscellaneous.

- (a) Notices. All notices hereunder shall be in writing and shall be deemed given when sent by certified or registered mail, postage prepaid, return receipt requested, if to the Participant, to the address set forth on the cover sheet or at the most recent address shown on the records of the Company, and if to the Company, to the Company's principal office, attention of the Corporate Secretary.
- (b) Entire Agreement; Modification. This Agreement (including the cover sheet) and the Plan constitutes the entire agreement between the parties relative to the subject matter hereof, and supersedes all other communications between the parties relating to the subject matter of this Agreement. This Agreement may be modified, amended or rescinded by the Committee as it shall deem advisable, subject to any requirement for shareholder approval imposed by applicable law or other applicable rules, including, without limitation, the rules of the stock exchange on which the Shares are listed. If the Committee determines that the Award terms could result in adverse tax consequences to the Participant, the Committee may amend this Agreement without the consent of the Participant in order to minimize or eliminate such tax treatment.
- (c) Plan Governs. This Agreement is subject to all terms and provisions of the Plan. In the event of a conflict between one or more provisions of this Agreement and one or more provisions of the Plan, the provisions of the Plan will govern.
- (d) Severability. The invalidity, illegality or unenforceability of any provision of this Agreement shall in no way affect the validity, legality or enforceability of any other provision.
- (e) Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the heirs, legatees, distributees, executors and administrators of the Participant and the successors and assigns of the Company.
- (f) Participant's Acceptance. The Participant is urged to read this Agreement carefully and to consult with his or her own legal counsel regarding the terms and consequences of this Agreement and the legal and binding effect of this Agreement. By virtue of his or her acceptance of this Agreement, the Participant is deemed to have accepted and agreed to all of the terms and conditions of this Award and the provisions of the Plan, including as binding, conclusive and final all decisions or interpretations of the Committee upon any questions arising under the Plan or this Award. The Participant agrees that in accepting this award, the Participant will be bound by any clawback policy that the Company has in place or may adopt in the future.
- (g) Section 409A. This Agreement, the RSUs and payments made pursuant to this Agreement are intended to comply with or qualify for an exemption from the

requirements of Section 409A and shall be construed consistently therewith and shall be interpreted in a manner consistent with that intention. Terms defined in the Agreement shall have the meanings given such terms under Section 409A if and to the extent required to comply with Section 409A. Notwithstanding any other provision of this Agreement, the Company reserves the right, to the extent the Company deems necessary or advisable, in its sole discretion, to unilaterally amend the Plan and/or this Agreement to ensure that all RSUs are awarded in a manner that qualifies for exemption from or complies with Section 409A, provided, however, that the Company makes no undertaking to preclude Section 409A from applying to this Award of RSUs. Any payments described in this Section 13(g) that are due within the “short term deferral period” as defined in Section 409A shall not be treated as deferred compensation unless applicable law requires otherwise. If and to the extent any portion of any payment, compensation or other benefit provided to the Participant in connection with his or her employment termination is determined to constitute “nonqualified deferred compensation” within the meaning of Section 409A and the Participant is a specified employee as defined in Section 409A(2)(B)(i) of the Code, as determined by the Company in accordance with its procedures, by which determination the Participant hereby agrees that he or she is bound, such portion of the payment, compensation or other benefit shall not be paid before the day that is six months plus one day after the date of separation from service (as determined under Section 409A (the “**New Payment Date**”)), except as Section 409A may then permit. The aggregate of any payments that otherwise would have been paid to the Participant during the period between the date of separation from service and the New Payment Date shall be paid to the Participant in a lump sum on such New Payment Date, and any remaining payments will be paid on their original schedule. Notwithstanding the foregoing, the Company, its subsidiaries, directors, officers and agents shall have no liability to a Participant, or any other party, if an Award that is intended to be exempt from, or compliant with, Section 409A is not so exempt or compliant, or for any action taken by the Committee.

- (h) Governing Law/Choice of Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Delaware, without giving effect to the principles of the conflicts of laws thereof. For purposes of litigating any dispute that arises directly or indirectly from the relationship of the parties, evidenced by this Award or the Agreement, the parties hereby submit to and consent to the exclusive jurisdiction of the State of Vermont and agree that such litigation shall be conducted only in the courts of Rutland County, Vermont, or the federal courts for the United States for the District of Vermont, and no other courts, where this Award is made and/or to be performed.
- (i) Administrator Authority. The Committee will have the power to interpret the Plan and this Agreement and to adopt such rules for the administration, interpretation and application of the Plan as are consistent therewith and to interpret or revoke any such rules (including, but not limited to, the determination of whether or not any RSUs have been earned). All actions taken and all interpretations and determinations made by the Committee in good faith will be final and binding upon Participant, the Company and all other interested persons.

- (j) Electronic Delivery. The Company may, in its sole discretion, decide to deliver any documents related to the RSUs awarded under and participation in the Plan or future RSUs that may be awarded under the Plan by electronic means or to request the Participant's consent to participate in the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and, if requested, to agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.

Exhibit A

DURABLE AUTOMATIC SELL-TO-COVER INSTRUCTION

This Durable Automatic Sell-to-Cover Instruction (this “Instruction”), which is being delivered to Casella Waste Systems, Inc. (the “Company”) by the undersigned on the date set forth below (the “Adoption Date”), relates to the Covered RSUs/PSUs (as defined following my signature below). This Instruction provides for “eligible sell-to-cover transactions” (as described in Rule 10b5-1(c)(1)(ii)(D)(3) under the Securities Exchange Act of 1934 (the “Exchange Act”)) and is intended to satisfy the affirmative defense conditions of Rule 10b5-1(c)(1) under the Exchange Act.

I acknowledge that upon vesting and settlement of any Covered RSUs/PSUs in accordance with the applicable RSU’s or PSU’s terms, whether vesting is based on the passage of time or the achievement of performance goals, I will have compensation income equal to the fair market value of the shares of the Company’s Class A Common Stock, \$0.01 par value per share (the “Common Stock”), subject to the RSUs or PSUs that are settled on such settlement date and that the Company is required to withhold income and employment taxes in respect of that compensation income.

I desire to establish a plan and process to satisfy such withholding obligation in respect of all Covered RSUs/PSUs through an automatic sale of the number of the shares of Common Stock that would otherwise be issuable to me on each applicable settlement date in an amount sufficient to satisfy the applicable withholding obligation, with the proceeds of the sale delivered to the Company in satisfaction of the applicable withholding obligation.

I understand that the Company has arranged for the administration and execution of its equity incentive programs and the sale of securities by participants thereunder pursuant to a platform administered by a third party (the “Administrator”) and the Administrator’s designated brokerage partner.

Upon the settlement of any of my Covered RSUs/PSUs after the 30th day following the Adoption Date (or if I am an officer of the Company on the Adoption Date, after the 120th day following the Adoption Date) (the “Cooling-Off Period”), I hereby appoint the Administrator (or any successor administrator) to automatically sell such number of shares of Common Stock issuable with respect to such RSUs or PSUs that vested and settled as is sufficient to generate net proceeds sufficient to satisfy the Company’s minimum statutory withholding obligations with respect to the income recognized by me in connection with the vesting and settlement of such RSUs or PSUs (based on minimum statutory withholding rates for all tax purposes, including payroll and social security taxes, that are applicable to such income), and the Company shall receive such net proceeds in satisfaction of such tax withholding obligation.

I hereby appoint the Chief Executive Officer and the Chief Financial Officer, and any of them acting alone and with full power of substitution, to serve as my attorneys-in-fact to arrange for the sale of shares of Common Stock in accordance with this Instruction. I agree to execute and deliver such documents, instruments and certificates as may reasonably be required in connection with the sale of the shares of Common Stock pursuant to this Instruction.

Unless the third and final box in the definition of Covered RSUs/PSUs below is checked, if I have previously adopted an automatic sale or sell-to-cover instruction relating to Covered RSUs/PSUs, this Instruction shall be void *ab initio*.

I hereby certify that, as of the Adoption Date:

(i) I am not prohibited from entering into this Instruction by the Company’s insider trading policy or otherwise;

(ii) I am not aware of any material nonpublic information about the Company or the Common Stock; and

(iii) I am adopting this Instruction in good faith and not as part of a plan or scheme to evade the prohibitions of Rule 10b-5 under the Exchange Act.

Print Name: _____

Date: _____

Covered RSUs/PSUs:

The following restricted stock units (“RSUs”) and performance-based restricted stock units (“PSUs”) are covered by this Instruction.

Check all applicable boxes:

The first award of RSUs or PSUs granted to me on or after _____ [*insert date of grant of current RSUs/PSUs the grant of which is triggering the execution of this Instruction; if instruction is being executed in advance of a grant of RSUs/PSUs, insert the Adoption Date*] and any RSUs and/or PSUs that may, from time to time following such date, be granted to me by the Company, other than any future granted RSUs and/or PSUs which by the terms of the applicable award agreement require the Company to withhold shares for tax withholding obligations in connection with the vesting and settlement of such RSUs or PSUs, and therefore do not permit sell-to-cover transactions.

Any outstanding RSUs and/or PSUs that were granted to me by the Company prior to the Adoption Date that (1) are not subject to any prior automatic sale or sell-to-cover instruction and (2) for which the next vesting date is after the Cooling-Off Period, other than any previously granted RSUs and/or PSUs which by the terms of the applicable award agreement require the Company to withhold shares for tax withholding obligations in connection with the vesting and settlement of such RSUs or PSUs, and therefore do not permit sell-to-cover transactions.

With respect to any RSUs and/or PSUs, whether or not granted to me by the Company prior to the Adoption Date, that already are subject to an automatic sale or sell-to-cover instruction (a “Prior Instruction”), I elect to have such sales effected pursuant to this Instruction and confirm that doing so does not modify or change the amount, price, or timing of such sales from those provided by the Prior Instruction (and, as a result the Cooling-Off Period is not applicable to sales pursuant to this Instruction that were previously subject to the Prior Instruction).

CASELLA WASTE SYSTEMS, INC.

Performance-Based Stock Unit Agreement
Granted Under the Amended and Restated 2016 Incentive Plan1. Grant of Award.

This Agreement evidences the grant by Casella Waste Systems, Inc., a Delaware corporation (the “Company”) on _____, 202_ (the “Grant Date”) to you (the “Participant”) of performance-based stock units of the Company (individually, a “PSU” and collectively, the “PSUs”), subject to the terms and conditions set forth in this Performance-Based Stock Unit Agreement (the “Agreement”) and the Company’s Amended and Restated 2016 Incentive Plan (the “Plan”). Each PSU represents the right to receive such number of shares of the Class A common stock, par value \$0.01 per share, of the Company (“Common Stock”) as provided in this Agreement. The target number of shares issuable under this Agreement is _____ (the “Target Number of Shares”). The maximum number of shares issuable under this Agreement is _____ (the “Maximum Number of Shares”). The actual number shares of Common Stock that are issuable upon vesting of the PSUs shall be calculated pursuant to the provisions of Schedule 1 and are referred to in this Agreement as “Shares.” Capitalized terms used but not defined in this Agreement shall have the meanings specified in the Plan.

2. Vesting; Forfeiture.

(a) Subject to the terms and conditions of this Agreement including, without limitation, Section 2(b) below and Section 6 below, the PSUs shall vest as set forth on Schedule 1 to this Agreement, based on the achievement of certain performance goals for the applicable performance period as set forth on Schedule 1. Such date or any other date on which PSUs vest under this Agreement shall be a “Vesting Date” as referred to herein.

(b) Except as otherwise provided in Section 2(c) or Section 6 below or in Schedule 1, PSUs shall not vest unless the Participant is, on the applicable Vesting Date, and has been at all times since the Grant Date, an employee or director of, or consultant or advisor to, the Company. For purposes of this Agreement, service with the Company shall include service with a parent, subsidiary, affiliate or division of the Company.

(c) Notwithstanding the foregoing, and notwithstanding anything to the contrary in any employment, severance or other agreement between the Participant and the Company (any such agreement, an “Employment Agreement”), if the Participant’s employment with the Company is terminated by the Company without Cause or by the Participant for Good Reason (each as defined below) during the performance period, then the Award shall remain outstanding and shall vest as set forth on Schedule 1 to this Agreement, based on the achievement of the performance goals for the applicable performance period as set forth on Schedule 1 as if the Participant had remained employed by the Company through the end of the performance period. If the Participant is party to an Employment Agreement with the Company that contains a definition of “cause” or “good reason” for termination of employment, the meaning ascribed to such term in such Employment Agreement shall apply for purposes of this Section 2(c). Otherwise, “Cause” shall have the meaning set forth in the Plan and “Good Reason” shall have the meaning specified in Section 6(f) below.

3. Distribution of Shares.

(a) Subject to Section 3(b) below, the Company will distribute to the Participant the Shares of Common Stock represented by vested PSUs within 75 days of the applicable Vesting Date but in no event later than March 15 of the year following the year in which the PSUs vest.

(b) The Company shall not be obligated to issue to the Participant the Shares upon the vesting of any PSU (or otherwise) unless the issuance and delivery of such Shares shall comply with all relevant provisions of law and other legal requirements including, without limitation, any applicable federal or state securities laws and the requirements of any stock exchange upon which shares of Common Stock may then be listed.

(c) Neither the Company nor the Participant shall have the right to accelerate or defer the delivery of any Shares under this Agreement except to the extent specifically permitted under Section 409A of the Internal Revenue Code of 1986, as amended (the "Code") and in no event shall the Participant have the right to designate the tax year in which the Shares are delivered.

4. Restrictions on Transfer.

The Participant shall not sell, assign, transfer, pledge, hypothecate or otherwise dispose of, by operation of law or otherwise (collectively "transfer") any PSUs, or any interest therein, except by will or the laws of descent and distribution.

5. Dividend and Other Shareholder Rights.

(a) Except as set forth in the Plan, neither the Participant nor any person claiming under or through the Participant shall be, or have any rights or privileges of, a stockholder of the Company in respect of the Shares issuable pursuant to the PSUs granted hereunder until the Shares have been delivered to the Participant.

(b) The Participant shall have the right to receive Dividend Equivalents with respect to the Shares in an amount equal to any dividends or other distributions declared and paid on an equal number of outstanding shares of Common Stock between the Grant Date and the date such Shares are delivered to the Participant. Any such Dividend Equivalents shall be accrued and shall be paid to the Participant in a lump sum at the time the Shares are delivered to the Participant hereunder.

6. Provisions of the Plan; Reorganization Event or Change in Control Event.

(a) This Agreement is subject to the provisions of the Plan, a copy of which is made available to the Participant with this Agreement.

(b) Upon the occurrence of a Reorganization Event (as defined in the Plan), the vesting and forfeiture provisions applicable to each PSU (whether vested or unvested) shall inure to the benefit of the Company's successor and shall apply to the cash, securities or other property which the Common Stock was converted into or exchanged for pursuant to such Reorganization Event in the same manner and to the same extent as they applied to the Common Stock subject to such PSU.

(c) Subject to Sections 6(d) and (e) hereof, upon the occurrence of a Change in Control Event (as defined in the Plan, and regardless of whether such event also constitutes a Reorganization Event, but provided that such event constitutes a "change in control event" within the meaning of Treasury Regulation Section 1.409A-3(i)(5)(i)), the acquiring or succeeding entity (or an affiliate thereof) shall assume each outstanding PSU such that, following the consummation of the

Change in Control Event, the PSU confers the Participant with the right to receive, for each share of Common Stock subject to the Award, the consideration (whether cash, securities or other property) received by each holder of Common Stock immediately prior to the Change in Control Event (the "Replacement Award"), provided that (i) the vesting of such Replacement Award shall only be subject to the continued service requirement in Section 2(b) hereof through the end of the performance period (and the last day of the performance period shall be a Vesting Date for purposes of this Agreement) and shall not, for the avoidance of doubt, be subject to achievement of the performance goals set forth in Schedule 1 and (ii) the amount of cash, securities or other property subject to such Replacement Award shall be determined assuming that the number of Shares subject to the PSU is equal to the greater of (i) the Target Number of Shares and (ii) such number of Shares as the Compensation and Human Capital Committee shall determine in its sole discretion exercised in good faith based upon the projected level of achievement of the applicable performance goals for the performance period.

(d) In the event that the Participant's employment is terminated by either the Company or its successor without Cause or by the Participant for Good Reason, in either case within twelve (12) months following a Change in Control Event, the remaining unvested portion of the Replacement Award shall become vested as of the date of the Participant's termination of employment (and such date of termination shall be a Vesting Date for purposes of this Agreement). If the Participant is party to an Employment Agreement with the Company that contains a definition of "cause" or "good reason" for termination of employment, the meaning ascribed to such term in such Employment Agreement shall apply for purposes of this Section 6(d). Otherwise, "Cause" shall have the meaning set forth in the Plan and "Good Reason" shall have the meaning specified in Section 6(f) below.

(e) Notwithstanding the foregoing, in the event that the acquiring or succeeding entity (or an affiliate thereof) refuses to assume the PSUs and grant Replacement Awards in connection with a Change in Control Event, this Award shall become vested, immediately prior to the Change in Control Event, with respect to a number of Shares equal to the greater of (i) the Target Number of Shares and (ii) such number of Shares as the Compensation and Human Capital Committee shall determine in its sole discretion exercised in good faith based upon the projected level of achievement of the applicable performance goals for the performance period.

(f) For purposes of this Agreement, "Good Reason" shall mean (A) a material reduction in the Participant's base compensation; or (B) a requirement that the Participant relocate to, or perform his or her principal job functions at, an office that is more than 100 miles from the office at which the Participant was previously performing his or her principal job functions; provided, however, that no such event shall constitute Good Reason unless (X) the Participant gives the Company a written notice of termination for Good Reason not more than 100 days after the initial existence of the condition, (Y) the grounds for termination (if susceptible to correction) are not corrected by the Company within 30 days of its receipt of such notice and (Z) the Participant's termination occurs within 180 days following the Company's receipt of such notice.

7. Taxes.

(a) Acknowledgments; No Section 83(b) Election. The Participant acknowledges that he or she is responsible for obtaining the advice of the Participant's own tax advisors with respect to the award of PSUs and the Participant is relying solely on such advisors and not on any statements or representations of the Company or any of its agents with respect to the tax consequences relating to the PSUs. The Participant understands that the Participant (and not the Company) shall be responsible for the Participant's tax liability that may arise in connection with the acquisition, vesting and/or disposition of the PSUs. The Participant acknowledges that no election under Section 83(b) of the Code is available with respect to PSUs.

(b) Withholding. The Participant acknowledges that, regardless of any action taken by the Company, the ultimate liability for all federal, state, local or other taxes of any kind related to the Participant's participation in the Plan and legally applicable to the Participant is and remains the Participant's responsibility and may exceed the amount, if any, actually withheld by the Company. The Participant acknowledges and agrees that the Company has the right to deduct from payments of any kind otherwise due to the Participant any federal, state, local or other taxes of any kind required by law to be withheld with respect to the vesting of the PSUs. At such time as the Participant is not aware of any material nonpublic information about the Company or the Common Stock and is not prohibited from doing so by the Company's insider trading policy or otherwise, the Participant shall execute the instructions set forth in Schedule A attached hereto (the "Automatic Sell-to-Cover Instruction") as the means of satisfying such tax obligation; provided that once the Participant has executed and delivered such Automatic Sell-to-Cover Instruction to the Company, the Participant shall not be required to execute the instruction again unless and until the Participant has revoked or otherwise terminated the instruction required by the Automatic Sell-to-Cover Instruction. If the Participant does not execute the Automatic Sell-to-Cover Instruction prior to the Vesting Date, then the Participant agrees that if under applicable law the Participant will owe taxes at such Vesting Date on the portion of the Award then vested the Company shall be entitled to immediate payment from the Participant of the amount of any tax required to be withheld by the Company. The Company shall not deliver any shares of Common Stock to the Participant until it is satisfied that all required withholdings have been made.

(c) Section 409A. This Agreement is intended to be exempt from or to comply with Section 409A of the Code and shall be interpreted consistently therewith. If and to the extent (X) any portion of PSUs constitute "nonqualified deferred compensation" within the meaning of Section 409A of the Code, (Y) such portion of the PSUs becomes payable upon the Participant's separation from service pursuant to the terms of the Plan and this Agreement and (Z) the Participant is a specified employee as defined in Section 409A(a)(2)(B)(i) of the Code, as determined by the Company in accordance with its procedures, by which determination the Participant (through accepting the Award) agrees that he or she is bound, such portion of PSUs shall not be paid before the day that is six months plus one day after the date of "separation from service" (as determined under Code Section 409A) (the "New Payment Date"), except as Code Section 409A may then permit. The aggregate of any PSUs that otherwise would have been paid to the Participant during the period between the date of separation from service and the New Payment Date shall be paid to the Participant in a lump sum on such New Payment Date. The Company shall have no liability to a Participant, or any other person, if this Agreement is not exempt from, or compliant with, Section 409A of the Code.

8. Miscellaneous.

(a) No Rights to Employment or Other Service. The Participant acknowledges and agrees that the vesting of the PSUs pursuant to Section 2 hereof is earned only by continuing service as an employee or director of, or consultant or advisor to, the Company at the will of the Company (not through the act of being hired or purchasing shares hereunder). The Participant further acknowledges and agrees that the transactions contemplated hereunder and the vesting schedule set forth herein do not constitute an express or implied promise of continued engagement as an employee, director or other service provider for the vesting period, for any period, or at all.

(b) Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law.

(c) Waiver. Any provision for the benefit of the Company contained in this Agreement may be waived, either generally or in any particular instance, by the Board of Directors of the Company.

(d) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Company and the Participant and their respective heirs, executors, administrators, legal representatives, successors and assigns, subject to the restrictions on transfer set forth in Section 4 of this Agreement.

(e) Notice. All notices required or permitted hereunder shall be in writing and deemed effectively given upon personal delivery or five days after deposit in the United States Post Office, by registered or certified mail, postage prepaid, addressed to the other party hereto at the address shown beneath his or its respective signature to this Agreement, or at such other address or addresses as either party shall designate to the other in accordance with this Section 8(e).

(f) Pronouns. Whenever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural, and vice versa.

(g) Entire Agreement; Conflicts and Interpretation. This Agreement and the Plan constitute the entire agreement between the parties and supersede all prior agreements and understandings relating to the subject matter of this Agreement. In the event of any conflict between this Agreement and the Plan, the Plan shall control. In the event of any ambiguity in this Agreement, or any matters as to which this Agreement is silent, the Plan shall govern including, without limitation, the provisions thereof pursuant to which the Board of Directors (or a committee thereof) has the power, among other things, to (i) interpret the Plan, (ii) prescribe, amend and rescind rules and regulations relating to the Plan and (iii) make all other determinations deemed necessary or advisable for the administration of the Plan.

(h) Amendment. The Company may modify, amend or waive the terms of this Agreement prospectively or retroactively, but no such modification, amendment or waiver shall impair the rights of the Participant without his or her consent, except as required by applicable law, NASDAQ or stock exchange rules, tax rules or accounting rules. Any provision for the benefit of the Company contained in this Agreement may be waived, either generally or in any particular instance, by the Board of Directors (or a committee thereof) of the Company. The waiver by either party of compliance with any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by such party of a provision of this Agreement.

(i) Governing Law/Choice of Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Delaware, without giving effect to the principles of the conflicts of laws thereof. For purposes of litigating any dispute that arises directly or indirectly from the relationship of the parties, evidenced by this Award or the Agreement, the parties hereby submit to and consent to the exclusive jurisdiction of the State of Vermont and agree that such litigation shall be conducted only in the courts of Rutland County, Vermont, or the federal courts for the United States for the District of Vermont, and no other courts, where this Award is made and/or to be performed.

(j) Unfunded Rights. The right of the Participant to receive Common Stock pursuant to this Agreement is an unfunded and unsecured obligation of the Company. The Participant shall have no rights under this Agreement other than those of an unsecured general creditor of the Company.

(k) Electronic Delivery. The Company may, in its sole discretion, decide to deliver any documents related to the PSUs awarded under and participation in the Plan or future PSUs that may be awarded under the Plan by electronic means or to request the Participant's consent to participate in the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and, if requested, to agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.

(l) Participant's Acknowledgements. The Participant acknowledges that the Participant: (i) has read this Agreement; (ii) has been represented in the preparation, negotiation and execution of this Agreement by legal counsel of the Participant's own choice or has voluntarily declined to seek such counsel; (iii) understands the terms and consequences of this Agreement; (iv) is fully aware of the legal and binding effect of this Agreement; and (v) agrees that in accepting this award, the Participant will be bound by any clawback policy that the Company has in place or may adopt in the future.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written. Electronic acceptance of this Agreement pursuant to the Company's instructions to Participant (including through an online acceptance process managed by the Company's agent) is acceptable.

CASELLA WASTE SYSTEMS, INC.

By: _____

Name:

Title:

[Name of Participant]

Address:

Schedule A

DURABLE AUTOMATIC SELL-TO-COVER INSTRUCTION

This Durable Automatic Sell-to-Cover Instruction (this “Instruction”), which is being delivered to Casella Waste Systems, Inc. (the “Company”) by the undersigned on the date set forth below (the “Adoption Date”), relates to the Covered RSUs/PSUs (as defined following my signature below). This Instruction provides for “eligible sell-to-cover transactions” (as described in Rule 10b5-1(c)(1)(ii)(D)(3) under the Securities Exchange Act of 1934 (the “Exchange Act”) and is intended to satisfy the affirmative defense conditions of Rule 10b5-1(c)(1) under the Exchange Act.

I acknowledge that upon vesting and settlement of any Covered RSUs/PSUs in accordance with the applicable RSU’s or PSU’s terms, whether vesting is based on the passage of time or the achievement of performance goals, I will have compensation income equal to the fair market value of the shares of the Company’s Class A Common Stock, \$0.01 par value per share (the “Common Stock”), subject to the RSUs or PSUs that are settled on such settlement date and that the Company is required to withhold income and employment taxes in respect of that compensation income.

I desire to establish a plan and process to satisfy such withholding obligation in respect of all Covered RSUs/PSUs through an automatic sale of the number of the shares of Common Stock that would otherwise be issuable to me on each applicable settlement date in an amount sufficient to satisfy the applicable withholding obligation, with the proceeds of the sale delivered to the Company in satisfaction of the applicable withholding obligation.

I understand that the Company has arranged for the administration and execution of its equity incentive programs and the sale of securities by participants thereunder pursuant to a platform administered by a third party (the “Administrator”) and the Administrator’s designated brokerage partner.

Upon the settlement of any of my Covered RSUs/PSUs after the 30th day following the Adoption Date (or if I am an officer of the Company on the Adoption Date, after the 120th day following the Adoption Date) (the “Cooling-Off Period”), I hereby appoint the Administrator (or any successor administrator) to automatically sell such number of shares of Common Stock issuable with respect to such RSUs or PSUs that vested and settled as is sufficient to generate net proceeds sufficient to satisfy the Company’s minimum statutory withholding obligations with respect to the income recognized by me in connection with the vesting and settlement of such RSUs or PSUs (based on minimum statutory withholding rates for all tax purposes, including payroll and social security taxes, that are applicable to such income), and the Company shall receive such net proceeds in satisfaction of such tax withholding obligation.

I hereby appoint the Chief Executive Officer and the Chief Financial Officer, and any of them acting alone and with full power of substitution, to serve as my attorneys-in-fact to arrange for the sale of shares of Common Stock in accordance with this Instruction. I agree to execute and deliver such documents, instruments and certificates as may reasonably be required in connection with the sale of the shares of Common Stock pursuant to this Instruction.

Unless the third and final box in the definition of Covered RSUs/PSUs below is checked, if I have previously adopted an automatic sale or sell-to-cover instruction relating to Covered RSUs/PSUs, this Instruction shall be void *ab initio*.

I hereby certify that, as of the Adoption Date:

(i) I am not prohibited from entering into this Instruction by the Company’s insider trading policy or otherwise;

(ii) I am not aware of any material nonpublic information about the Company or the Common Stock; and

(iii) I am adopting this Instruction in good faith and not as part of a plan or scheme to evade the prohibitions of Rule 10b-5 under the Exchange Act.

Print Name: _____

Date: _____

Covered RSUs/PSUs:

The following restricted stock units (“RSUs”) and performance-based restricted stock units (“PSUs”) are covered by this Instruction.

Check all applicable boxes:

The first award of RSUs or PSUs granted to me on or after _____ [*insert date of grant of current RSUs/PSUs the grant of which is triggering the execution of this Instruction; if instruction is being executed in advance of a grant of RSUs/PSUs, insert the Adoption Date*] and any RSUs and/or PSUs that may, from time to time following such date, be granted to me by the Company, other than any future granted RSUs and/or PSUs which by the terms of the applicable award agreement require the Company to withhold shares for tax withholding obligations in connection with the vesting and settlement of such RSUs or PSUs, and therefore do not permit sell-to-cover transactions.

Any outstanding RSUs and/or PSUs that were granted to me by the Company prior to the Adoption Date that (1) are not subject to any prior automatic sale or sell-to-cover instruction and (2) for which the next vesting date is after the Cooling-Off Period, other than any previously granted RSUs and/or PSUs which by the terms of the applicable award agreement require the Company to withhold shares for tax withholding obligations in connection with the vesting and settlement of such RSUs or PSUs, and therefore do not permit sell-to-cover transactions.

With respect to any RSUs and/or PSUs, whether or not granted to me by the Company prior to the Adoption Date, that already are subject to an automatic sale or sell-to-cover instruction (a “Prior Instruction”), I elect to have such sales effected pursuant to this Instruction and confirm that doing so does not modify or change the amount, price, or timing of such sales from those provided by the Prior Instruction (and, as a result the Cooling-Off Period is not applicable to sales pursuant to this Instruction that were previously subject to the Prior Instruction).

COMPANY CONFIDENTIAL

SCHEDULE 1

VESTING CRITERIA FOR PSUs

A. Performance Objectives

The number of PSUs eligible to vest shall be based upon the Company's achievement of certain Adjusted Free Cash Flow and Adjusted EBITDA objectives (each as defined below) (collectively, the "Performance Objectives") for the measurement period (the "Measurement Period") within the performance period (the "Performance Period"), each described below. The Adjusted Free Cash Flow objective will be weighted []%, and the Adjusted EBITDA objective will be weighted []%. The last day of the Performance Period shall be a Vesting Date for purposes of this Agreement.

The number of Shares issuable upon vesting of the PSUs shall be determined based upon (i) the number of PSUs determined to be eligible to vest based on the level of achievement of the Performance Objectives during the Measurement Period multiplied by (ii) the Relative Total Shareholder Return Multiplier for the Performance Period (as defined below).

The Performance Period, the Measurement Period, and the Target Number of Shares and Maximum Number of Shares that can vest at the end of the Performance Period are as follows:

Performance Period	Measurement Period	Target Number of Shares for Performance Period	Maximum Number of Shares for Performance Period

"Adjusted Free Cash Flow" shall mean the following amount determined for the Measurement Period: net cash provided by operating activities, less [], plus []. This is a non-GAAP Performance Objective and shall be subject to such additional adjustments for non-recurring or unusual items as the Compensation and Human Capital Committee shall determine in its sole discretion.

"Adjusted EBITDA" shall mean the following amount determined for the Measurement Period: earnings before interest, taxes, depreciation, amortization, accretion and depletion of landfill operating lease obligations, adjusted for []. This is a non-GAAP Performance Objective and shall be subject to such additional adjustments for non-recurring or unusual items as the Compensation and Human Capital Committee shall determine in its sole discretion.

"Total Shareholder Return" shall mean the following amount determined for the Performance Period: (Ending Stock Price + Dividends Paid) / Initial Stock Price, which shall be based on (a) the average closing stock price during the 15 trading days prior to but not including the first day of the Performance Period ("Initial Stock Price"); (b) dividends paid between the first day of the Performance Period and the last day of the Performance Period, calculated on a per share basis using the ex-dividend date with respect to each such dividend ("Dividends Paid"); and (c) the average closing stock price during the 15 trading days prior to and including the last day of the Performance Period ("Ending Stock Price").

"Relative Total Shareholder Return" shall mean: the Company's Total Shareholder Return relative to the Russell 2000 Index.

The performance against target for each Performance Objective shall be calculated using the same methodology as that used by the Company in preparing its Financial Statements (as defined below); the calculation of any non-GAAP adjustments shall be made using the same methodology as that used by the Company to prepare non-GAAP financial information included in its public releases or used to operate the business. If, at the end of the Performance Period, the Company is required to make periodic reports under the Exchange Act, the Company's consolidated financial statements filed with the Securities and Exchange Commission on Form 10-K shall constitute its "Public Company Financial Statements" and shall apply for such Performance Period. If, at the end of the Performance Period, the Company is not required to make periodic reports under the Exchange Act, the Company's regularly prepared annual audited financial statements prepared by management shall be its "Private Company Financial Statements" and shall apply for the Performance Period. The applicable financial statements may be referred to herein as the "Financial Statements."

The Compensation and Human Capital Committee shall certify in writing the level of achievement of the performance goals promptly following the end of the Performance Period, once the relevant Financial Statements have been finalized.

B. Calculation of Number of Shares Issuable

The number of Shares issuable at the end of the Performance Period shall be equal to (i) the Target Number of Shares multiplied by (ii) the percentage of the Target Number of Shares that are eligible to vest hereunder determined based on the level of achievement of the Performance Objectives, calculated under Step One below multiplied by (iii) the Relative Total Shareholder Return Multiplier, calculated under Step Two below.

Step One.

The percentage of the Target Number of Shares that is eligible to vest at the end of the Performance Period shall be equal to the sum of:

(i) the product of (x) [__]% and (y) the Adjusted Free Cash Flow Attainment Factor for the Performance Period; and

(ii) the product of (x) [__]% and (y) the Adjusted EBITDA Attainment Factor for the Performance Period.

The table below sets forth the associated Attainment Factor for the Adjusted Free Cash Flow Performance Objective based on the level of achievement against the performance target for such Performance Objective for the Measurement Period.

Level of Achievement	Adjusted Free Cash Flow for Measurement Period (\$ in millions)	Attainment Factor
Threshold		
Target		
Maximum		

The table below sets forth the associated Attainment Factor for the Adjusted EBITDA Performance Objective based on the level of achievement against the performance target for such Performance Objective for the Measurement Period.

Level of Achievement	Adjusted EBITDA for Measurement Period (\$ in millions)	Attainment Factor
Threshold		
Target		
Maximum		

In measuring the achievement of the Performance Objectives for the Measurement Period and calculating the related Attainment Factor, achievement will be linearly interpolated between the percentages set forth in the tables above based on actual results as determined and certified by the Compensation and Human Capital Committee. If the achievement of a Performance Objective for the Measurement Period is at or below the “Threshold” performance level set forth in the tables above, the Attainment Factor for such Performance Objective shall be 0%.

By way of example only and not as an expression of expected results, assume that: (i) Adjusted Free Cash Flow for the Measurement Period is \$[_____], resulting in an Attainment Factor for the Adjusted Free Cash Flow Performance Objective of [__]% and (ii) the Adjusted EBITDA for the Measurement Period is \$[_____], resulting in an Attainment Factor for the Adjusted EBITDA Performance Objective of [__]%. The percentage of the Target Number of PSUs eligible to vest at the end of the Performance Period shall be equal to [__]%, calculated as the sum of:

- (i) the product of (x) [__]% and (y) [__]%, the Adjusted Free Cash Flow Attainment Factor for the Performance Period; and
- (ii) the product of (x) [__]% and (y) [__]%, the Adjusted EBITDA Attainment Factor for the Performance Period.

Step Two

The Relative Total Shareholder Return Multiplier is calculated in the manner set forth in the table below based on the Relative Total Shareholder Return for the Performance Period:

Level of Achievement	Relative Total Shareholder Return	Relative Total Shareholder Return Multiplier
Minimum		
Lower Mid		
Upper Mid		
Maximum		

In measuring the achievement of the Relative Total Shareholder Return for the Performance Period and calculating the related Relative Total Shareholder Return Multiplier based on the actual Relative Total Shareholder Return as determined and certified by the Compensation and Human Capital Committee, there will be no linear interpolation of the Relative Total Shareholder Return Multiplier.

By way of example only and not as an expression of expected results, if the Relative Total Shareholder Return is []%, then the Relative Total Shareholder Return Multiplier would be []%. Continuing the above example, the number of Shares issuable pursuant to this PSU Agreement at the end of the Performance Period would be equal to (i) the Target Number of Shares for the Performance Period multiplied by (ii) []% (determined under Step One) multiplied by (iii) []% (determined under Step Two).

In no event may the number of Shares issuable at the end of the Performance Period exceed the Maximum Number of Shares for the Performance Period.

C. Effect of an Acquisition or Disposition by the Company

In the event that the Company closes an Acquisition Transaction or Disposition Transaction (each as defined below) during the Performance Period, the Compensation and Human Capital Committee may make adjustments to affected performance targets to give effect to the expected impact on such targets of the applicable Acquisition Transaction or Disposition Transaction (including whether it is accretive or not) as determined by the Compensation and Human Capital Committee in its sole discretion exercised in good faith.

An "Acquisition Transaction" means (i) the purchase of more than 50% of the voting power of an entity, (ii) any merger, reorganization, consolidation, recapitalization, business combination, liquidation, dissolution or share exchange involving the Company and an entity not previously owned by the Company, or (iii) the purchase or other acquisition (including, without limitation, via license outside of the ordinary course of business or joint venture) of assets that constitute more than 50% of another entity's total assets or assets that account for more than 50% of the consolidated net revenues or net income of such entity, in each case other than a Change in Control. A "Disposition Transaction" means the sale of a division, business unit or set of business operations and/or related assets to a third party.

All determinations of the Compensation and Human Capital Committee regarding the estimated impact of an Acquisition Transaction shall be final, binding and non-appealable. The cumulative impact of all Acquisition Transactions shall be set forth in a statement delivered upon delivery of the Shares of Common Stock represented by vested PSUs, if any, as contemplated by this Agreement. This Agreement

shall be deemed to be automatically amended, without further action by the Company or the Participant, to give effect to any adjustments required by this Section C.

D. Effect of Death or Disability of the Participant

If the Participant dies or is disabled (within the meaning of Section 409A of the Code) prior to the end of the Performance Period, then the PSUs shall vest as to a number of Shares equal to the greater of (i) the Target Number of Shares for the Performance Period and (ii) such number of Shares as the Compensation and Human Capital Committee shall determine in its sole discretion exercised in good faith based upon the projected level of achievement of the applicable performance goals for the Performance Period as if the death or disability had not occurred. The Shares of Common Stock represented by such vested PSUs shall be delivered to the Participant or the Participant's estate within 75 days following such death or disability.

CASELLA WASTE SYSTEMS, INC.

Performance-Based Stock Unit Agreement
Granted Under the Amended and Restated 2016 Incentive Plan

1. Grant of Award.

This Agreement evidences the grant by Casella Waste Systems, Inc., a Delaware corporation (the “Company”) on _____, 202__ (the “Grant Date”) to you (the “Participant”) of performance-based stock units of the Company (individually, a “PSU” and collectively, the “PSUs”), subject to the terms and conditions set forth in this Performance-Based Stock Unit Agreement (the “Agreement”) and the Company’s Amended and Restated 2016 Incentive Plan (the “Plan”). Each PSU represents the right to receive such number of shares of the Class A common stock, par value \$0.01 per share, of the Company (“Common Stock”) as provided in this Agreement. The target number of shares issuable under this Agreement is _____ (the “Target Number of Shares”). The maximum number of shares issuable under this Agreement is _____ (the “Maximum Number of Shares”). The actual number shares of Common Stock that are issuable upon vesting of the PSUs shall be calculated pursuant to the provisions of Schedule 1 and are referred to in this Agreement as “Shares.” Capitalized terms used but not defined in this Agreement shall have the meanings specified in the Plan.

2. Vesting; Forfeiture.

(a) Subject to the terms and conditions of this Agreement including, without limitation, Section 2(b) below and Section 6 below, the PSUs shall vest as set forth on Schedule 1 to this Agreement, based on the achievement of certain performance goals for the applicable performance period as set forth on Schedule 1. Such date or any other date on which PSUs vest under this Agreement shall be a “Vesting Date” as referred to herein.

(b) Except as otherwise provided in Section 6 below or in Schedule 1, PSUs shall not vest unless the Participant is, on the applicable Vesting Date, and has been at all times since the Grant Date, an employee or director of, or consultant or advisor to, the Company. For purposes of this Agreement, service with the Company shall include service with a parent, subsidiary, affiliate or division of the Company.

3. Distribution of Shares.

(a) Subject to Section 3(b) below, the Company will distribute to the Participant the Shares of Common Stock represented by vested PSUs within 75 days of the applicable Vesting Date but in no event later than March 15 of the year following the year in which the PSUs vest.

(b) The Company shall not be obligated to issue to the Participant the Shares upon the vesting of any PSU (or otherwise) unless the issuance and delivery of such Shares shall comply with all relevant provisions of law and other legal requirements including, without limitation, any applicable federal or state securities laws and the requirements of any stock exchange upon which shares of Common Stock may then be listed.

(c) Neither the Company nor the Participant shall have the right to accelerate or defer the delivery of any Shares under this Agreement except to the extent specifically permitted under Section 409A of the Internal Revenue Code of 1986, as amended (the “Code”) and in no event shall the Participant have the right to designate the tax year in which the Shares are delivered.

4. Restrictions on Transfer.

The Participant shall not sell, assign, transfer, pledge, hypothecate or otherwise dispose of, by operation of law or otherwise (collectively “transfer”) any PSUs, or any interest therein, except by will or the laws of descent and distribution.

5. Dividend and Other Shareholder Rights.

(a) Except as set forth in the Plan, neither the Participant nor any person claiming under or through the Participant shall be, or have any rights or privileges of, a stockholder of the Company in respect of the Shares issuable pursuant to the PSUs granted hereunder until the Shares have been delivered to the Participant.

(b) The Participant shall have the right to receive Dividend Equivalents with respect to the Shares in an amount equal to any dividends or other distributions declared and paid on an equal number of outstanding shares of Common Stock between the Grant Date and the date such Shares are delivered to the Participant. Any such Dividend Equivalents shall be accrued and shall be paid to the Participant in a lump sum at the time the Shares are delivered to the Participant hereunder.

6. Provisions of the Plan; Reorganization Event or Change in Control Event.

(a) This Agreement is subject to the provisions of the Plan, a copy of which is made available to the Participant with this Agreement.

(b) Upon the occurrence of a Reorganization Event (as defined in the Plan), the vesting and forfeiture provisions applicable to each PSU (whether vested or unvested) shall inure to the benefit of the Company’s successor and shall apply to the cash, securities or other property which the Common Stock was converted into or exchanged for pursuant to such Reorganization Event in the same manner and to the same extent as they applied to the Common Stock subject to such PSU.

(c) Subject to Sections 6(d) and (e) hereof, upon the occurrence of a Change in Control Event (as defined in the Plan, and regardless of whether such event also constitutes a Reorganization Event, but provided that such event constitutes a “change in control event” within the meaning of Treasury Regulation Section 1.409A-3(i)(5)(i)), the acquiring or succeeding entity (or an affiliate thereof) shall assume each outstanding PSU such that, following the consummation of the Change in Control Event, the PSU confers the Participant with the right to receive, for each share of Common Stock subject to the Award, the consideration (whether cash, securities or other property) received by each holder of Common Stock immediately prior to the Change in Control Event (the “Replacement Award”), provided that (i) the vesting of such Replacement Award shall only be subject to the continued service requirement in Section 2(b) hereof through the end of the performance period (and the last day of the performance period shall be a Vesting Date for purposes of this Agreement) and shall not, for the avoidance of doubt, be subject to achievement of the performance goals set forth in Schedule 1 and (ii) the amount of cash, securities or other property subject to such Replacement Award shall be determined assuming that the number of Shares subject to the PSU is equal to the greater of (i) the Target Number of Shares and (ii) such number of Shares as the Compensation and Human Capital Committee shall determine in its sole discretion exercised in good faith based upon the projected level of achievement of the applicable performance goals for the performance period.

(d) In the event that the Participant’s employment is terminated by either the Company or its successor without Cause (as defined in the Plan), in either case within twelve (12) months following a Change in Control Event, the remaining unvested portion of the Replacement Award shall

become vested as of the date of the Participant's termination of employment (and such date of termination shall be a Vesting Date for purposes of this Agreement).

(e) Notwithstanding the foregoing, in the event that the acquiring or succeeding entity (or an affiliate thereof) refuses to assume the PSUs and grant Replacement Awards in connection with a Change in Control Event, this Award shall become vested, immediately prior to the Change in Control Event, with respect to a number of Shares equal to the greater of (i) the Target Number of Shares and (ii) such number of Shares as the Compensation and Human Capital Committee shall determine in its sole discretion exercised in good faith based upon the projected level of achievement of the applicable performance goals for the performance period.

7. Taxes.

(a) Acknowledgments; No Section 83(b) Election. The Participant acknowledges that he or she is responsible for obtaining the advice of the Participant's own tax advisors with respect to the award of PSUs and the Participant is relying solely on such advisors and not on any statements or representations of the Company or any of its agents with respect to the tax consequences relating to the PSUs. The Participant understands that the Participant (and not the Company) shall be responsible for the Participant's tax liability that may arise in connection with the acquisition, vesting and/or disposition of the PSUs. The Participant acknowledges that no election under Section 83(b) of the Code is available with respect to PSUs.

(b) Withholding. The Participant acknowledges that, regardless of any action taken by the Company, the ultimate liability for all federal, state, local or other taxes of any kind related to the Participant's participation in the Plan and legally applicable to the Participant is and remains the Participant's responsibility and may exceed the amount, if any, actually withheld by the Company. The Participant acknowledges and agrees that the Company has the right to deduct from payments of any kind otherwise due to the Participant any federal, state, local or other taxes of any kind required by law to be withheld with respect to the vesting of the PSUs. At such time as the Participant is not aware of any material nonpublic information about the Company or the Common Stock and is not prohibited from doing so by the Company's insider trading policy or otherwise, the Participant shall execute the instructions set forth in Schedule A attached hereto (the "Automatic Sell-to-Cover Instruction") as the means of satisfying such tax obligation; provided that once the Participant has executed and delivered such Automatic Sell-to-Cover Instruction to the Company, the Participant shall not be required to execute the instruction again unless and until the Participant has revoked or otherwise terminated the instruction required by the Automatic Sell-to-Cover Instruction. If the Participant does not execute the Automatic Sell-to-Cover Instruction prior to the Vesting Date, then the Participant agrees that if under applicable law the Participant will owe taxes at such Vesting Date on the portion of the Award then vested the Company shall be entitled to immediate payment from the Participant of the amount of any tax required to be withheld by the Company. The Company shall not deliver any shares of Common Stock to the Participant until it is satisfied that all required withholdings have been made.

(c) Section 409A. This Agreement is intended to be exempt from or to comply with Section 409A of the Code and shall be interpreted consistently therewith. If and to the extent (X) any portion of PSUs constitute "nonqualified deferred compensation" within the meaning of Section 409A of the Code, (Y) such portion of the PSUs becomes payable upon the Participant's separation from service pursuant to the terms of the Plan and this Agreement and (Z) the Participant is a specified employee as defined in Section 409A(a)(2)(B)(i) of the Code, as determined by the Company in accordance with its procedures, by which determination the Participant (through accepting the Award) agrees that he or she is bound, such portion of PSUs shall not be paid before the day that is six months plus one day after the date of "separation from service" (as determined under Code Section 409A) (the "New Payment Date"), except as Code Section 409A may then permit. The aggregate of any PSUs that otherwise would have

been paid to the Participant during the period between the date of separation from service and the New Payment Date shall be paid to the Participant in a lump sum on such New Payment Date. The Company shall have no liability to a Participant, or any other person, if this Agreement is not exempt from, or compliant with, Section 409A of the Code.

8. Miscellaneous.

(a) No Rights to Employment or Other Service. The Participant acknowledges and agrees that the vesting of the PSUs pursuant to Section 2 hereof is earned only by continuing service as an employee or director of, or consultant or advisor to, the Company at the will of the Company (not through the act of being hired or purchasing shares hereunder). The Participant further acknowledges and agrees that the transactions contemplated hereunder and the vesting schedule set forth herein do not constitute an express or implied promise of continued engagement as an employee, director or other service provider for the vesting period, for any period, or at all.

(b) Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law.

(c) Waiver. Any provision for the benefit of the Company contained in this Agreement may be waived, either generally or in any particular instance, by the Board of Directors of the Company.

(d) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Company and the Participant and their respective heirs, executors, administrators, legal representatives, successors and assigns, subject to the restrictions on transfer set forth in Section 4 of this Agreement.

(e) Notice. All notices required or permitted hereunder shall be in writing and deemed effectively given upon personal delivery or five days after deposit in the United States Post Office, by registered or certified mail, postage prepaid, addressed to the other party hereto at the address shown beneath his or its respective signature to this Agreement, or at such other address or addresses as either party shall designate to the other in accordance with this Section 8(e).

(f) Pronouns. Whenever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural, and vice versa.

(g) Entire Agreement; Conflicts and Interpretation. This Agreement and the Plan constitute the entire agreement between the parties and supersede all prior agreements and understandings relating to the subject matter of this Agreement. In the event of any conflict between this Agreement and the Plan, the Plan shall control. In the event of any ambiguity in this Agreement, or any matters as to which this Agreement is silent, the Plan shall govern including, without limitation, the provisions thereof pursuant to which the Board of Directors (or a committee thereof) has the power, among other things, to (i) interpret the Plan, (ii) prescribe, amend and rescind rules and regulations relating to the Plan and (iii) make all other determinations deemed necessary or advisable for the administration of the Plan.

(h) Amendment. The Company may modify, amend or waive the terms of this Agreement prospectively or retroactively, but no such modification, amendment or waiver shall impair the rights of the Participant without his or her consent, except as required by applicable law, NASDAQ or stock exchange rules, tax rules or accounting rules. Any provision for the benefit of the Company contained in this Agreement may be waived, either generally or in any particular instance, by the Board of

Directors (or a committee thereof) of the Company. The waiver by either party of compliance with any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by such party of a provision of this Agreement.

(i) Governing Law/Choice of Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Delaware, without giving effect to the principles of the conflicts of laws thereof. For purposes of litigating any dispute that arises directly or indirectly from the relationship of the parties, evidenced by this Award or the Agreement, the parties hereby submit to and consent to the exclusive jurisdiction of the State of Vermont and agree that such litigation shall be conducted only in the courts of Rutland County, Vermont, or the federal courts for the United States for the District of Vermont, and no other courts, where this Award is made and/or to be performed. This Agreement shall be construed, interpreted and enforced in accordance with the internal laws of the State of Delaware without regard to any applicable conflicts of laws.

(j) Unfunded Rights. The right of the Participant to receive Common Stock pursuant to this Agreement is an unfunded and unsecured obligation of the Company. The Participant shall have no rights under this Agreement other than those of an unsecured general creditor of the Company.

(k) Electronic Delivery. The Company may, in its sole discretion, decide to deliver any documents related to the PSUs awarded under and participation in the Plan or future PSUs that may be awarded under the Plan by electronic means or to request the Participant's consent to participate in the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and, if requested, to agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.

(l) Participant's Acknowledgements. The Participant acknowledges that the Participant: (i) has read this Agreement; (ii) has been represented in the preparation, negotiation and execution of this Agreement by legal counsel of the Participant's own choice or has voluntarily declined to seek such counsel; (iii) understands the terms and consequences of this Agreement; (iv) is fully aware of the legal and binding effect of this Agreement; and (v) agrees that in accepting this award, the Participant will be bound by any clawback policy that the Company has in place or may adopt in the future.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written. Electronic acceptance of this Agreement pursuant to the Company's instructions to Participant (including through an online acceptance process managed by the Company's agent) is acceptable.

CASELLA WASTE SYSTEMS, INC.

By: _____

Name:

Title:

[Name of Participant]

Address:

Schedule A

DURABLE AUTOMATIC SELL-TO-COVER INSTRUCTION

This Durable Automatic Sell-to-Cover Instruction (this “Instruction”), which is being delivered to Casella Waste Systems, Inc. (the “Company”) by the undersigned on the date set forth below (the “Adoption Date”), relates to the Covered RSUs/PSUs (as defined following my signature below). This Instruction provides for “eligible sell-to-cover transactions” (as described in Rule 10b5-1(c)(1)(ii)(D)(3) under the Securities Exchange Act of 1934 (the “Exchange Act”) and is intended to satisfy the affirmative defense conditions of Rule 10b5-1(c)(1) under the Exchange Act.

I acknowledge that upon vesting and settlement of any Covered RSUs/PSUs in accordance with the applicable RSU’s or PSU’s terms, whether vesting is based on the passage of time or the achievement of performance goals, I will have compensation income equal to the fair market value of the shares of the Company’s Class A Common Stock, \$0.01 par value per share (the “Common Stock”), subject to the RSUs or PSUs that are settled on such settlement date and that the Company is required to withhold income and employment taxes in respect of that compensation income.

I desire to establish a plan and process to satisfy such withholding obligation in respect of all Covered RSUs/PSUs through an automatic sale of the number of the shares of Common Stock that would otherwise be issuable to me on each applicable settlement date in an amount sufficient to satisfy the applicable withholding obligation, with the proceeds of the sale delivered to the Company in satisfaction of the applicable withholding obligation.

I understand that the Company has arranged for the administration and execution of its equity incentive programs and the sale of securities by participants thereunder pursuant to a platform administered by a third party (the “Administrator”) and the Administrator’s designated brokerage partner.

Upon the settlement of any of my Covered RSUs/PSUs after the 30th day following the Adoption Date (or if I am an officer of the Company on the Adoption Date, after the 120th day following the Adoption Date) (the “Cooling-Off Period”), I hereby appoint the Administrator (or any successor administrator) to automatically sell such number of shares of Common Stock issuable with respect to such RSUs or PSUs that vested and settled as is sufficient to generate net proceeds sufficient to satisfy the Company’s minimum statutory withholding obligations with respect to the income recognized by me in connection with the vesting and settlement of such RSUs or PSUs (based on minimum statutory withholding rates for all tax purposes, including payroll and social security taxes, that are applicable to such income), and the Company shall receive such net proceeds in satisfaction of such tax withholding obligation.

I hereby appoint the Chief Executive Officer and the Chief Financial Officer, and any of them acting alone and with full power of substitution, to serve as my attorneys-in-fact to arrange for the sale of shares of Common Stock in accordance with this Instruction. I agree to execute and deliver such documents, instruments and certificates as may reasonably be required in connection with the sale of the shares of Common Stock pursuant to this Instruction.

Unless the third and final box in the definition of Covered RSUs/PSUs below is checked, if I have previously adopted an automatic sale or sell-to-cover instruction relating to Covered RSUs/PSUs, this Instruction shall be void *ab initio*.

I hereby certify that, as of the Adoption Date:

(i) I am not prohibited from entering into this Instruction by the Company’s insider trading policy or otherwise;

(ii) I am not aware of any material nonpublic information about the Company or the Common Stock; and

(iii) I am adopting this Instruction in good faith and not as part of a plan or scheme to evade the prohibitions of Rule 10b-5 under the Exchange Act.

Print Name: _____

Date: _____

Covered RSUs/PSUs:

The following restricted stock units (“RSUs”) and performance-based restricted stock units (“PSUs”) are covered by this Instruction.

Check all applicable boxes:

The first award of RSUs or PSUs granted to me on or after _____ [*insert date of grant of current RSUs/PSUs the grant of which is triggering the execution of this Instruction; if instruction is being executed in advance of a grant of RSUs/PSUs, insert the Adoption Date*] and any RSUs and/or PSUs that may, from time to time following such date, be granted to me by the Company, other than any future granted RSUs and/or PSUs which by the terms of the applicable award agreement require the Company to withhold shares for tax withholding obligations in connection with the vesting and settlement of such RSUs or PSUs, and therefore do not permit sell-to-cover transactions.

Any outstanding RSUs and/or PSUs that were granted to me by the Company prior to the Adoption Date that (1) are not subject to any prior automatic sale or sell-to-cover instruction and (2) for which the next vesting date is after the Cooling-Off Period, other than any previously granted RSUs and/or PSUs which by the terms of the applicable award agreement require the Company to withhold shares for tax withholding obligations in connection with the vesting and settlement of such RSUs or PSUs, and therefore do not permit sell-to-cover transactions.

With respect to any RSUs and/or PSUs, whether or not granted to me by the Company prior to the Adoption Date, that already are subject to an automatic sale or sell-to-cover instruction (a “Prior Instruction”), I elect to have such sales effected pursuant to this Instruction and confirm that doing so does not modify or change the amount, price, or timing of such sales from those provided by the Prior Instruction (and, as a result the Cooling-Off Period is not applicable to sales pursuant to this Instruction that were previously subject to the Prior Instruction).

COMPANY CONFIDENTIAL

SCHEDULE 1

VESTING CRITERIA FOR PSUs

A. Performance Objectives

The number of PSUs eligible to vest shall be based upon the Company's achievement of certain Adjusted Free Cash Flow and Adjusted EBITDA objectives (each as defined below) (collectively, the "Performance Objectives") for the measurement period (the "Measurement Period") within the performance period (the "Performance Period"), each described below. The Adjusted Free Cash Flow objective will be weighted []%, and the Adjusted EBITDA objective will be weighted []%. The last day of the Performance Period shall be a Vesting Date for purposes of this Agreement.

The number of Shares issuable upon vesting of the PSUs shall be determined based upon (i) the number of PSUs determined to be eligible to vest based on the level of achievement of the Performance Objectives during the Measurement Period multiplied by (ii) the Relative Total Shareholder Return Multiplier for the Performance Period (as defined below).

The Performance Period, the Measurement Period, and the Target Number of Shares and Maximum Number of Shares that can vest at the end of the Performance Period are as follows:

Performance Period	Measurement Period	Target Number of Shares for Performance Period	Maximum Number of Shares for Performance Period

"Adjusted Free Cash Flow" shall mean the following amount determined for the Measurement Period: net cash provided by operating activities, less [], plus []. This is a non-GAAP Performance Objective and shall be subject to such additional adjustments for non-recurring or unusual items as the Compensation and Human Capital Committee shall determine in its sole discretion.

"Adjusted EBITDA" shall mean the following amount determined for the Measurement Period: earnings before interest, taxes, depreciation, amortization, accretion and depletion of landfill operating lease obligations, adjusted for []. This is a non-GAAP Performance Objective and shall be subject to such additional adjustments for non-recurring or unusual items as the Compensation and Human Capital Committee shall determine in its sole discretion.

"Total Shareholder Return" shall mean the following amount determined for the Performance Period: (Ending Stock Price + Dividends Paid) / Initial Stock Price, which shall be based on (a) the average closing stock price during the 15 trading days prior to but not including the first day of the Performance Period ("Initial Stock Price"); (b) dividends paid between the first day of the Performance Period and the last day of the Performance Period, calculated on a per share basis using the ex-dividend date with respect to each such dividend ("Dividends Paid"); and (c) the average closing stock price during the 15 trading days prior to and including the last day of the Performance Period ("Ending Stock Price").

"Relative Total Shareholder Return" shall mean: the Company's Total Shareholder Return relative to the Russell 2000 Index.

The performance against target for each Performance Objective shall be calculated using the same methodology as that used by the Company in preparing its Financial Statements (as defined below); the calculation of any non-GAAP adjustments shall be made using the same methodology as that used by the Company to prepare non-GAAP financial information included in its public releases or used to operate the business. If, at the end of the Performance Period, the Company is required to make periodic reports under the Exchange Act, the Company's consolidated financial statements filed with the Securities and Exchange Commission on Form 10-K shall constitute its "Public Company Financial Statements" and shall apply for such Performance Period. If, at the end of the Performance Period, the Company is not required to make periodic reports under the Exchange Act, the Company's regularly prepared annual audited financial statements prepared by management shall be its "Private Company Financial Statements" and shall apply for the Performance Period. The applicable financial statements may be referred to herein as the "Financial Statements."

The Compensation and Human Capital Committee shall certify in writing the level of achievement of the performance goals promptly following the end of the Performance Period, once the relevant Financial Statements have been finalized.

B. Calculation of Number of Shares Issuable

The number of Shares issuable at the end of the Performance Period shall be equal to (i) the Target Number of Shares multiplied by (ii) the percentage of the Target Number of Shares that are eligible to vest hereunder determined based on the level of achievement of the Performance Objectives, calculated under Step One below multiplied by (iii) the Relative Total Shareholder Return Multiplier, calculated under Step Two below.

Step One.

The percentage of the Target Number of Shares that is eligible to vest at the end of the Performance Period shall be equal to the sum of:

(i) the product of (x) []% and (y) the Adjusted Free Cash Flow Attainment Factor for the Performance Period; and

(ii) the product of (x) []% and (y) the Adjusted EBITDA Attainment Factor for the Performance Period.

The table below sets forth the associated Attainment Factor for the Adjusted Free Cash Flow Performance Objective based on the level of achievement against the performance target for such Performance Objective for the Measurement Period.

Level of Achievement	Adjusted Free Cash Flow for Measurement Period (\$ in millions)	Attainment Factor
Threshold		
Target		
Maximum		

The table below sets forth the associated Attainment Factor for the Adjusted EBITDA Performance Objective based on the level of achievement against the performance target for such Performance Objective for the Measurement Period.

Level of Achievement	Adjusted EBITDA for Measurement Period (\$ in millions)	Attainment Factor
Threshold		
Target		
Maximum		

In measuring the achievement of the Performance Objectives for the Measurement Period and calculating the related Attainment Factor, achievement will be linearly interpolated between the percentages set forth in the tables above based on actual results as determined and certified by the Compensation and Human Capital Committee. If the achievement of a Performance Objective for the Measurement Period is at or below the “Threshold” performance level set forth in the tables above, the Attainment Factor for such Performance Objective shall be 0%.

By way of example only and not as an expression of expected results, assume that: (i) Adjusted Free Cash Flow for the Measurement Period is \$[_____], resulting in an Attainment Factor for the Adjusted Free Cash Flow Performance Objective of [__]% and (ii) the Adjusted EBITDA for the Measurement Period is \$[_____], resulting in an Attainment Factor for the Adjusted EBITDA Performance Objective of [__]%. The percentage of the Target Number of PSUs eligible to vest at the end of the Performance Period shall be equal to [__]%, calculated as the sum of:

- (i) the product of (x) [__]% and (y) [__]%, the Adjusted Free Cash Flow Attainment Factor for the Performance Period; and
- (ii) the product of (x) [__]% and (y) [__]%, the Adjusted EBITDA Attainment Factor for the Performance Period.

Step Two

The Relative Total Shareholder Return Multiplier is calculated in the manner set forth in the table below based on the Relative Total Shareholder Return for the Performance Period:

Level of Achievement	Relative Total Shareholder Return	Relative Total Shareholder Return Multiplier
Minimum		
Lower Mid		
Upper Mid		
Maximum		

In measuring the achievement of the Relative Total Shareholder Return for the Performance Period and calculating the related Relative Total Shareholder Return Multiplier based on the actual Relative Total Shareholder Return as determined and certified by the Compensation and Human Capital Committee, there will be no linear interpolation of the Relative Total Shareholder Return Multiplier.

By way of example only and not as an expression of expected results, if the Relative Total Shareholder Return is []%, then the Relative Total Shareholder Return Multiplier would be []%. Continuing the above example, the number of Shares issuable pursuant to this PSU Agreement at the end of the Performance Period would be equal to (i) the Target Number of Shares for the Performance Period multiplied by (ii) []% (determined under Step One) multiplied by (iii) []% (determined under Step Two).

In no event may the number of Shares issuable at the end of the Performance Period exceed the Maximum Number of Shares for the Performance Period.

C. Effect of an Acquisition or Disposition by the Company

In the event that the Company closes an Acquisition Transaction or Disposition Transaction (each as defined below) during the Performance Period, the Compensation and Human Capital Committee may make adjustments to affected performance targets to give effect to the expected impact on such targets of the applicable Acquisition Transaction or Disposition Transaction (including whether it is accretive or not) as determined by the Compensation and Human Capital Committee in its sole discretion exercised in good faith.

An "Acquisition Transaction" means (i) the purchase of more than 50% of the voting power of an entity, (ii) any merger, reorganization, consolidation, recapitalization, business combination, liquidation, dissolution or share exchange involving the Company and an entity not previously owned by the Company, or (iii) the purchase or other acquisition (including, without limitation, via license outside of the ordinary course of business or joint venture) of assets that constitute more than 50% of another entity's total assets or assets that account for more than 50% of the consolidated net revenues or net income of such entity, in each case other than a Change in Control. A "Disposition Transaction" means the sale of a division, business unit or set of business operations and/or related assets to a third party.

All determinations of the Compensation and Human Capital Committee regarding the estimated impact of an Acquisition Transaction shall be final, binding and non-appealable. The cumulative impact of all Acquisition Transactions shall be set forth in a statement delivered upon delivery of the Shares of Common Stock represented by vested PSUs, if any, as contemplated by this Agreement. This Agreement

shall be deemed to be automatically amended, without further action by the Company or the Participant, to give effect to any adjustments required by this Section C.

D. Effect of Death or Disability of the Participant

If the Participant dies or is disabled (within the meaning of Section 409A of the Code) prior to the end of the Performance Period, then the PSUs shall vest as to a number of Shares equal to the greater of (i) the Target Number of Shares for the Performance Period and (ii) such number of Shares as the Compensation and Human Capital Committee shall determine in its sole discretion exercised in good faith based upon the projected level of achievement of the applicable performance goals for the Performance Period as if the death or disability had not occurred. The Shares of Common Stock represented by such vested PSUs shall be delivered to the Participant or the Participant's estate within 75 days following such death or disability.

CASELLA WASTE SYSTEMS, INC.
Amended and Restated 2016 Incentive Plan

Restricted Stock Agreement

Name of Recipient:

Number of shares of restricted Class A common
stock awarded:

Grant Date:

Casella Waste Systems, Inc. (the “*Company*”) has selected you to receive the restricted stock award described above, which is subject to the provisions of the Company’s Amended and Restated 2016 Incentive Plan (the “*Plan*”), and the terms and conditions contained in this Restricted Stock Agreement (the “*Agreement*”). Please confirm your acceptance of this restricted stock award and of the terms and conditions of this Agreement by signing a copy of this Agreement where indicated below.

By accepting this Award, you hereby (i) acknowledge that a copy of the Plan and a copy of the Plan prospectus have been delivered to you and additional copies thereof are available upon request from the Company’s Human Resources Department, (ii) acknowledge receipt of a copy of this Agreement and accept the Award subject to all the terms and conditions of the Plan and the Agreement; (iii) represent that you have read and understand the Plan, the Plan prospectus and the Agreement, and (iv) acknowledge that there are tax consequences related to the Award and that you should consult a tax advisor to determine your actual tax consequences.

Electronic acceptance of this Award pursuant to the Company’s instructions to you (including through an online acceptance process managed by the Company’s agent) is acceptable.

Casella Waste Systems, Inc.

By: _____
John W. Casella
Chief Executive Officer

Accepted and Agreed:

[Name of Recipient]

CASELLA WASTE SYSTEMS, INC.

**Restricted Stock Agreement
Amended and Restated 2016 Incentive Plan**

The terms and conditions of the award of shares of restricted Class A common stock of the Company (the “**Restricted Shares**”) made to the Recipient, as set forth on the cover page of this Agreement, are as follows:

1. Issuance of Restricted Shares.

(a) The Restricted Shares are issued to the Recipient, effective as of the Grant Date (as set forth on the cover page of this Agreement), in consideration of service as a director of the Company.

(b) The Restricted Shares will initially be issued by the Company in book entry form only, in the name of the Recipient. Following the vesting of any Restricted Shares pursuant to Section 2 below, the Company shall, if requested by the Recipient, issue and deliver to the Recipient a certificate representing the vested Restricted Shares. The Recipient agrees that the Restricted Shares shall be subject to the forfeiture provisions set forth in Section 4 of this Agreement and the restrictions on transfer set forth in Section 5 of this Agreement.

2. Vesting Schedule. Unless otherwise provided in this Agreement or the Plan, the Restricted Shares shall vest in accordance with the following vesting schedule: one-third of the total number of Restricted Shares shall vest on the first anniversary of the Grant Date and an additional one-third of the total number of Restricted Shares shall vest on each of the second and third anniversaries of the Grant Date. Any fractional number of Restricted Shares resulting from the application of the foregoing percentages shall be rounded down to the nearest whole number of Restricted Shares.

3. Change in Control Event. Notwithstanding the foregoing vesting schedule, all unvested Restricted Shares shall vest immediately prior to a Change in Control Event (as defined in the Plan).

4. Forfeiture of Unvested Restricted Shares Upon Termination of Relationship with Company.

(a) Except as provided in Section 4(b) below, in the event that the Recipient ceases to be an employee, officer or director of, or consultant or advisor to, the Company or any parent or subsidiary of the Company (an “**Eligible Participant**”) for any reason or no reason, with or without cause, all of the Restricted Shares that are unvested as of the time Recipient ceases to be an Eligible Participant shall be forfeited immediately and automatically to the Company, without the payment of any consideration to the Recipient, effective as of such cessation. The Recipient shall have no further rights with respect to any Restricted Shares that are so forfeited.

(b) Notwithstanding the foregoing, if the Recipient ceases to be an Eligible Participant as a result of the Recipient's death or Disability (as defined below), all unvested Restricted Shares shall vest in full immediately upon such cessation. For purposes of this Section, "**Disability**" with respect to the Recipient occurs, when and if, as a result of disease, injury or mental disorder, the Recipient is incapable of engaging in regular service with the Company, which incapacity has lasted or can be expected to last for a continuous period of not less than 12 months, as determined by the Company.

5. Restrictions on Transfer.

The Recipient shall not sell, assign, transfer, pledge, hypothecate or otherwise dispose of, by operation of law or otherwise (collectively "**transfer**") any Restricted Shares, or any interest therein, until such Restricted Shares have vested, except that the Recipient may transfer such Restricted Shares: (a) to or for the benefit of any spouse, children, parents, uncles, aunts, siblings, grandchildren and any other relatives approved by the Compensation Committee (collectively, "**Approved Relatives**") or to a trust established solely for the benefit of the Recipient and/or Approved Relatives, provided that such Restricted Shares shall remain subject to this Agreement (including without limitation the forfeiture provisions set forth in Section 4 and the restrictions on transfer set forth in this Section 5) and such permitted transferee shall, as a condition to such transfer, deliver to the Company a written instrument confirming that such transferee shall be bound by all of the terms and conditions of this Agreement; or (b) as part of the sale of all or substantially all of the shares of capital stock of the Company (including pursuant to a merger or consolidation). The Company shall not be required (i) to transfer on its books any of the Restricted Shares which have been transferred in violation of any of the provisions of this Agreement or (ii) to treat as owner of such Restricted Shares or to pay dividends to any transferee to whom such Restricted Shares have been transferred in violation of any of the provisions of this Agreement.

6. Restrictive Legends.

The book entry account reflecting the issuance of the Restricted Shares in the name of the Recipient shall bear a legend or other notation upon substantially the following terms:

"These shares of stock are subject to forfeiture provisions and restrictions on transfer set forth in a certain Restricted Stock Agreement between the corporation and the registered owner of these shares (or his or her predecessor in interest), and such Agreement is available for inspection without charge at the office of the Secretary of the corporation."

7. Rights as a Shareholder.

Except as otherwise provided in this Agreement, for so long as the Recipient is the registered owner of the Restricted Shares, the Recipient shall have all rights as a shareholder with respect to the Restricted Shares, whether vested or unvested, including, without limitation, any rights to vote the Restricted Shares and act in respect of the Restricted Shares at any meeting of shareholders; *provided, however*, that the Recipient's rights to receive dividends shall be governed by Section 7(c)(1) of the Plan and any dividends declared and paid by the Company

with respect to the Restricted Shares shall be paid to the Recipient only if and when such shares become free from the restrictions on transferability and forfeitability that apply to such shares.

8. Provisions of the Plan.

This Agreement is subject to the provisions of the Plan, a copy of which is furnished to the Recipient with this Agreement.

9. Tax Matters; Acknowledgments; Section 83(b) Election. The Recipient acknowledges that he or she is responsible for obtaining the advice of the Recipient's own tax advisors with respect to the acquisition of the Restricted Shares and the Recipient is relying solely on such advisors and not on any statements or representations of the Company or any of its agents with respect to the tax consequences relating to the Restricted Shares. The Recipient understands that, regardless of any action taken by the Company, the ultimate liability for all federal, state, local or other taxes of any kind related to the Recipient's participation in the Plan and legally applicable to the Recipient, including the Recipient's tax liability that may arise in connection with the acquisition, vesting and/or disposition of the Restricted Shares, is and remains the Recipient's responsibility. The Recipient acknowledges that he or she has been informed of the availability of making an election under Section 83(b) of the Code with respect to the issuance of the Restricted Shares and that the Recipient has decided not to file a Section 83(b) election.

10. Miscellaneous.

(a) Governing Law/Choice of Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Delaware, without giving effect to the principles of the conflicts of laws thereof. For purposes of litigating any dispute that arises directly or indirectly from the relationship of the parties, evidenced by this Award or the Agreement, the parties hereby submit to and consent to the exclusive jurisdiction of the State of Vermont and agree that such litigation shall be conducted only in the courts of Rutland County, Vermont, or the federal courts for the United States for the District of Vermont, and no other courts, where this Award is made and/or to be performed.

(b) Recipient's Acknowledgments. The Recipient acknowledges that he or she has read this Agreement, has received and read the Plan, and understands the terms and conditions of this Agreement and the Plan.

(c) Electronic Delivery. The Company may, in its sole discretion, decide to deliver any documents related to the Restricted Shares awarded under and participation in the Plan or future Restricted Shares that may be awarded under the Plan by electronic means or to request the Recipient's consent to participate in the Plan by electronic means. The Recipient hereby consents to receive such documents by electronic delivery and, if requested, to agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.

CASELLA WASTE SYSTEMS, INC.
INCENTIVE STOCK OPTION AGREEMENT

Casella Waste Systems, Inc. (the “Company”) hereby grants the following stock option pursuant to its Amended and Restated 2016 Incentive Plan. The terms and conditions attached hereto are also a part hereof.

Notice of Grant

Name of optionee (the “ <u>Participant</u> ”):	
Grant Date:	
Number of shares of the Company’s Class A Common Stock subject to this option (“ <u>Shares</u> ”):	
Option exercise price per Share:	
Number, if any, of Shares that vest immediately on the grant date:	
Shares that are subject to vesting schedule:	
Vesting Start Date:	
Final Exercise Date:	

Vesting Schedule:

All vesting is dependent on the Participant remaining an Eligible Participant, as provided herein.	

This option satisfies in full all commitments that the Company has to the Participant with respect to the issuance of stock, stock options or other equity securities.

By accepting this Award, the Participant hereby (i) acknowledges that a copy of the Plan and a copy of the Plan prospectus have been delivered to the Participant and additional copies thereof are available upon request from the Company’s Human Resources Department, (ii) acknowledges receipt of a copy of this Notice of Grant and the terms and conditions attached hereto (collectively, the “Agreement”) and accepts the Award subject to all the terms and conditions of the Plan and the Agreement; (iii) represents that the Participant has read and understands the Plan, the Plan prospectus and the Agreement, and (iv) acknowledges that there are tax consequences related to the Award and that the Participant should consult a tax advisor to determine his or her actual tax consequences.

Electronic acceptance of this Award pursuant to the Company’s instructions to Participant (including through an online acceptance process managed by the Company’s agent) is acceptable.

CASELLA WASTE SYSTEMS, INC.

Signature of Participant

Street Address

City/State/Zip Code

By: _____
Name of Officer
Title:

CASELLA WASTE SYSTEMS, INC.
Incentive Stock Option Agreement
Incorporated Terms and Conditions

1. Grant of Option.

This Agreement evidences the grant by the Company on the grant date (the “Grant Date”) set forth in the Notice of Grant that forms part of this Agreement (the “Notice of Grant”) to the Participant of an option to purchase, in whole or in part, on the terms provided herein and in the Company’s Amended and Restated 2016 Incentive Plan (the “Plan”), the number of Shares set forth in the Notice of Grant of Class A Common Stock, \$0.01 par value per share, of the Company (“Common Stock”) at the exercise price per Share set forth in the Notice of Grant. Unless earlier terminated, this option shall expire at 5:00 p.m., Eastern time, on the Final Exercise Date set forth in the Notice of Grant (the “Final Exercise Date”).

It is intended that the option evidenced by this Agreement shall be an incentive stock option as defined in Section 422 of the Internal Revenue Code of 1986, as amended, and any regulations promulgated thereunder (the “Code”) to the maximum extent permitted by law. Except as otherwise indicated by the context, the term “Participant”, as used in this option, shall be deemed to include any person who acquires the right to exercise this option validly under its terms.

2. Vesting Schedule.

(a) This option is exercisable in accordance with the vesting schedule set forth in the Notice of Grant. This option shall expire upon, and will not be exercisable after, the Final Exercise Date. The right of exercise shall be cumulative so that to the extent the option is not exercised in any period to the maximum extent permissible it shall continue to be exercisable, in whole or in part, with respect to all Shares which are then exercisable until the earlier of the Final Exercise Date or the termination of this option under Section 3 hereof or the Plan.

(b) If the Participant ceases to be an employee, officer or director of, or consultant or advisor to, the Company or any parent or subsidiary of the Company as defined in Section 424(e) or (f) of the Code (an “Eligible Participant”) as a result of the Participant’s (i) death, (ii) Disability, or (iii) termination of employment by the Company without Cause or by the Participant for Good Reason (does not apply to voluntarily termination of employment by Participant), this option shall become immediately exercisable as to all of the Shares subject to this option, effective as of such cessation. The Participant shall only be entitled to exercise this option following such cessation as provided in Section 3 below.

(c) For purposes of this Agreement:

(1) “Cause” shall have the meaning set forth in the Plan, provided, however, that if the Participant is party to any employment, severance or other agreement with the Company (any such agreement, an “Employment Agreement”) that contains a definition of “cause,” the meaning ascribed to

such term in such Employment Agreement shall apply for purposes of this Agreement.

- (2) “Disability” or “Disabled” shall have the meaning provided under Treasury Regulation Section 1.409A-3(i)(4)(i) and (iii).
- (3) “Good Reason” shall mean (A) a material reduction in the Participant’s base compensation; or (B) a requirement that the Participant relocate to, or perform his or her principal job functions at, an office that is more than 100 miles from the office at which the Participant was previously performing his or her principal job functions; provided, however, that no such event shall constitute Good Reason unless (X) the Participant gives the Company a written notice of termination for Good Reason not more than 100 days after the initial existence of the condition, (Y) the grounds for termination (if susceptible to correction) are not corrected by the Company within 30 days of its receipt of such notice and (Z) the Participant’s termination occurs within 180 days following the Company’s receipt of such notice, and further provided that if the Participant is party to an Employment Agreement that contains a definition of “good reason,” the meaning ascribed to such term in such Employment Agreement shall apply for purposes of this Agreement.

3. Exercise of Option.

(a) Form of Exercise. Each election to exercise this option shall be in writing in the form of the Notice of Exercise attached as Exhibit A (or in such other form as may be provided by the Company), signed by the Participant, and received by the Company at its principal office, accompanied by this Agreement, and payment in full in the manner provided in the Plan, including:

- (1) in cash or by check, payable to the order of the Company;
- (2) by delivery of an irrevocable and unconditional undertaking by a credit-worthy broker to deliver promptly to the Company sufficient funds to pay the exercise price, or delivery by the Participant to the Company of a copy of irrevocable and unconditional instructions to a credit-worthy broker to deliver promptly to the Company cash or a check sufficient to pay the exercise price, or by delivery of shares of Common Stock owned by the Participant valued at their fair market value (valued in the manner determined by (or in a manner approved by) the Board of Directors of the Company (the “Board”), which Common Stock was owned by the Participant at least six months prior to such delivery; or
- (3) any combination of the above permitted forms of payment.

The Participant may purchase less than the number of Shares covered hereby, provided that no partial exercise of this option may be for any fractional Share.

(b) Continuous Relationship with the Company Required. Except as otherwise provided in this Section 3, this option may not be exercised unless the Participant, at the time he

or she exercises this option, is, and has been at all times since the Grant Date, an Eligible Participant.

(c) Termination of Relationship with the Company. If the Participant ceases to be an Eligible Participant for any reason, then, except as provided in paragraphs (d) and (e) below, the right to exercise this option shall terminate three months after such cessation (but in no event after the Final Exercise Date), provided that this option shall be exercisable only to the extent that the Participant was entitled to exercise this option on the date of such cessation. Notwithstanding the foregoing, if the Participant, prior to the Final Exercise Date, violates the restrictive covenants (including, without limitation, the non-competition, non-solicitation, or confidentiality provisions) of any employment contract, confidentiality and nondisclosure agreement or other agreement between the Participant and the Company, the right to exercise this option shall terminate immediately upon such violation.

(d) Exercise Period Upon Death or Disability. If the Participant dies or becomes Disabled prior to the Final Exercise Date while he or she is an Eligible Participant and the Company has not terminated such relationship for Cause as specified in paragraph (e) below, this option shall be exercisable, within the period of one year following the date of death or Disability of the Participant, by the Participant (or in the case of death by an authorized transferee), provided that this option shall be exercisable only to the extent that this option was exercisable by the Participant on the date of his or her death or Disability, and further provided that this option shall not be exercisable after the Final Exercise Date.

(e) Discharge for Cause. If the Participant, prior to the Final Exercise Date, is discharged by the Company for Cause, the right to exercise this option shall terminate immediately upon the effective date of such discharge. The Participant shall be considered to have been discharged for Cause if the Company determines, within 30 days after the Participant's resignation, that discharge for cause was warranted.

4. Withholding.

No Shares will be issued pursuant to the exercise of this option unless and until the Participant pays to the Company, or makes provision satisfactory to the Company for payment of, any federal, state or local withholding taxes required by law to be withheld in respect of this option. Such withholding taxes may be satisfied, at the discretion of the Board, by the withholding of Shares of Common Stock of the Company. The Participant acknowledges that, regardless of any action taken by the Company, the ultimate liability for all federal, state, local or other taxes of any kind related to the Participant's participation in the Plan and legally applicable to the Participant is and remains the Participant's responsibility and may exceed the amount, if any, actually withheld by the Company.

5. Nontransferability of Option.

This option may not be sold, assigned, transferred, pledged or otherwise encumbered by the Participant, either voluntarily or by operation of law, except by will or the laws of descent and distribution, and, during the lifetime of the Participant, this option shall be exercisable only by the Participant.

6. Disqualifying Disposition.

If the Participant disposes of Shares acquired upon exercise of this option within two years from the Grant Date or one year after such Shares were acquired pursuant to exercise of this option, the Participant shall notify the Company in writing of such disposition.

7. Provisions of the Plan.

This option is subject to the provisions of the Plan, a copy of which is furnished to the Participant with this option.

8. Electronic Delivery.

The Company may, in its sole discretion, decide to deliver any documents related to this option and participation in the Plan or future options that may be awarded under the Plan by electronic means or to request the Participant's consent to participate in the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and, if requested, to agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.

9. Participant's Acknowledgements.

The Participant acknowledges that the Participant: (i) has read this Agreement; (ii) has been represented in the preparation, negotiation and execution of this Agreement by legal counsel of the Participant's own choice or has voluntarily declined to seek such counsel; (iii) understands the terms and consequences of this Agreement; (iv) is fully aware of the legal and binding effect of this Agreement; and (v) agrees that in accepting this award, the Participant will be bound by any clawback policy that the Company has in place or may adopt in the future.

EXHIBIT A

NOTICE OF STOCK OPTION EXERCISE

Date: _____

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

Attention: Corporate Secretary

Dear Sir or Madam:

I am the holder of an Incentive Stock Option granted to me under the Casella Waste Systems, Inc. (the "Company") Amended and Restated 2016 Incentive Plan on _____ for the purchase of _____ shares of Class A Common Stock of the Company at a purchase price of \$ _____ per share.

I hereby exercise my option to purchase _____ shares of Class A Common Stock (the "Shares"), for which I have enclosed _____ in the amount of _____. Please register my stock certificate as follows:

Name(s): _____

Address: _____

Tax I.D. #: _____

Very truly yours,

(Signature)

CASELLA WASTE SYSTEMS, INC.
NONSTATUTORY STOCK OPTION AGREEMENT

Casella Waste Systems, Inc. (the “Company”) hereby grants the following stock option pursuant to its Amended and Restated 2016 Incentive Plan. The terms and conditions attached hereto are also a part hereof.

Notice of Grant

Name of optionee (the “ <u>Participant</u> ”):	
Grant Date:	
Number of shares of the Company’s Class A Common Stock subject to this option (“ <u>Shares</u> ”):	
Option exercise price per Share:	
Number, if any, of Shares that vest immediately on the grant date:	
Shares that are subject to vesting schedule:	
Vesting Start Date:	
Final Exercise Date:	

Vesting Schedule:

All vesting is dependent on the Participant remaining an Eligible Participant, as provided herein.	

This option satisfies in full all commitments that the Company has to the Participant with respect to the issuance of stock, stock options or other equity securities.

By accepting this Award, the Participant hereby (i) acknowledges that a copy of the Plan and a copy of the Plan prospectus have been delivered to the Participant and additional copies thereof are available upon request from the Company’s Human Resources Department, (ii) acknowledges receipt of a copy of this Notice of Grant and the terms and conditions attached hereto (collectively, the “Agreement”) and accepts the Award subject to all the terms and conditions of the Plan and the Agreement; (iii) represents that the Participant has read and understands the Plan, the Plan prospectus and the Agreement, and (iv) acknowledges that there are tax consequences related to the Award and that the Participant should consult a tax advisor to determine his or her actual tax consequences.

Electronic acceptance of this Award pursuant to the Company’s instructions to Participant (including through an online acceptance process managed by the Company’s agent) is acceptable.

CASELLA WASTE SYSTEMS, INC.

Signature of Participant

Street Address

City/State/Zip Code

By: _____
Name of Officer
Title:

CASELLA WASTE SYSTEMS, INC.
Nonstatutory Stock Option Agreement
Incorporated Terms and Conditions

1. Grant of Option.

This Agreement evidences the grant by the Company on the grant date (the “Grant Date”) set forth in the Notice of Grant that forms part of this Agreement (the “Notice of Grant”) to the Participant of an option to purchase, in whole or in part, on the terms provided herein and in the Company’s Amended and Restated 2016 Incentive Plan (the “Plan”), the number of Shares set forth in the Notice of Grant of Class A Common Stock, \$0.01 par value per share, of the Company (“Common Stock”) at the exercise price per Share set forth in the Notice of Grant. Unless earlier terminated, this option shall expire at 5:00 p.m., Eastern time, on the Final Exercise Date set forth in the Notice of Grant (the “Final Exercise Date”).

It is intended that the option evidenced by this Agreement shall not be an incentive stock option as defined in Section 422 of the Internal Revenue Code of 1986, as amended, and any regulations promulgated thereunder (the “Code”). Except as otherwise indicated by the context, the term “Participant”, as used in this option, shall be deemed to include any person who acquires the right to exercise this option validly under its terms.

2. Vesting Schedule.

(a) This option is exercisable in accordance with the vesting schedule set forth in the Notice of Grant. This option shall expire upon, and will not be exercisable after, the Final Exercise Date. The right of exercise shall be cumulative so that to the extent the option is not exercised in any period to the maximum extent permissible it shall continue to be exercisable, in whole or in part, with respect to all Shares which are then exercisable until the earlier of the Final Exercise Date or the termination of this option under Section 3 hereof or the Plan.

(b) If the Participant ceases to be an employee, officer or director of, or consultant or advisor to, the Company or any parent or subsidiary of the Company as defined in Section 424(e) or (f) of the Code (an “Eligible Participant”) as a result of the Participant’s (i) death, (ii) Disability, or (iii) termination of employment by the Company without Cause or by the Participant for Good Reason (does not apply to voluntarily termination of employment by Participant), this option shall become immediately exercisable as to all of the Shares subject to this option, effective as of such cessation. The Participant shall only be entitled to exercise this option following such cessation as provided in Section 3 below.

(c) For purposes of this Agreement:

(1) “Cause” shall have the meaning set forth in the Plan, *provided, however*; that if the Participant is party to any employment, severance or other agreement with the Company (any such agreement, an “Employment Agreement”) that contains a definition of “cause,” the meaning ascribed to such term in such Employment Agreement shall apply for purposes of this Agreement.

(2) “Disability” or “Disabled” shall have the meaning provided under Treasury Regulation Section 1.409A-3(i)(4)(i) and (iii).

(3) “Good Reason” shall mean (A) a material reduction in the Participant’s base compensation; or (B) a requirement that the Participant relocate to, or perform his or her principal job functions at, an office that is more than 100 miles from the office at which the Participant was previously performing his or her principal job functions; provided, however, that no such event shall constitute Good Reason unless (X) the Participant gives the Company a written notice of termination for Good Reason not more than 100 days after the initial existence of the condition, (Y) the grounds for termination (if susceptible to correction) are not corrected by the Company within 30 days of its receipt of such notice and (Z) the Participant’s termination occurs within 180 days following the Company’s receipt of such notice, and further provided that if the Participant is party to an Employment Agreement that contains a definition of “good reason,” the meaning ascribed to such term in such Employment Agreement shall apply for purposes of this Agreement.

3. Exercise of Option.

(a) Form of Exercise. Each election to exercise this option shall be in writing in the form of the Notice of Exercise attached as Exhibit A (or in such other form as may be provided by the Company), signed by the Participant, and received by the Company at its principal office, accompanied by this Agreement, and payment in full in the manner provided in the Plan, including:

(1) in cash or by check, payable to the order of the Company;

(2) by delivery of an irrevocable and unconditional undertaking by a credit-worthy broker to deliver promptly to the Company sufficient funds to pay the exercise price, or delivery by the Participant to the Company of a copy of irrevocable and unconditional instructions to a credit-worthy broker to deliver promptly to the Company cash or a check sufficient to pay the exercise price, or by delivery of shares of Common Stock owned by the Participant valued at their fair market value (valued in the manner determined by (or in a manner approved by) the Board of Directors of the Company (the “Board”), which Common Stock was owned by the Participant at least six months prior to such delivery; or

(3) any combination of the above permitted forms of payment.

The Participant may purchase less than the number of Shares covered hereby, provided that no partial exercise of this option may be for any fractional Share.

(b) Continuous Relationship with the Company Required. Except as otherwise provided in this Section 3, this option may not be exercised unless the Participant, at the time he or she exercises this option, is, and has been at all times since the Grant Date, an Eligible Participant.

(c) Termination of Relationship with the Company. If the Participant ceases to be an Eligible Participant for any reason, then, except as provided in paragraphs (d) and (e) below, the right to exercise this option shall terminate three months after such cessation (but in no event

after the Final Exercise Date), provided that this option shall be exercisable only to the extent that the Participant was entitled to exercise this option on the date of such cessation. Notwithstanding the foregoing, if the Participant, prior to the Final Exercise Date, violates the restrictive covenants (including, without limitation, the non-competition, non-solicitation, or confidentiality provisions) of any employment contract, confidentiality and nondisclosure agreement or other agreement between the Participant and the Company, the right to exercise this option shall terminate immediately upon such violation.

(d) Exercise Period Upon Death or Disability. If the Participant dies or becomes Disabled prior to the Final Exercise Date while he or she is an Eligible Participant and the Company has not terminated such relationship for Cause as specified in paragraph (e) below, this option shall be exercisable, within the period of one year following the date of death or Disability of the Participant, by the Participant (or in the case of death by an authorized transferee), provided that this option shall be exercisable only to the extent that this option was exercisable by the Participant on the date of his or her death or Disability, and further provided that this option shall not be exercisable after the Final Exercise Date.

(e) Discharge for Cause. If the Participant, prior to the Final Exercise Date, is discharged by the Company for Cause, the right to exercise this option shall terminate immediately upon the effective date of such discharge. The Participant shall be considered to have been discharged for Cause if the Company determines, within 30 days after the Participant's resignation, that discharge for cause was warranted.

4. Withholding.

No Shares will be issued pursuant to the exercise of this option unless and until the Participant pays to the Company, or makes provision satisfactory to the Company for payment of, any federal, state or local withholding taxes required by law to be withheld in respect of this option. Such withholding taxes may be satisfied, at the discretion of the Board, by the withholding of Shares of Common Stock of the Company. The Participant acknowledges that, regardless of any action taken by the Company, the ultimate liability for all federal, state, local or other taxes of any kind related to the Participant's participation in the Plan and legally applicable to the Participant is and remains the Participant's responsibility and may exceed the amount, if any, actually withheld by the Company.

5. Nontransferability of Option.

This option may not be sold, assigned, transferred, pledged or otherwise encumbered by the Participant, either voluntarily or by operation of law, except by will or the laws of descent and distribution, and, during the lifetime of the Participant, this option shall be exercisable only by the Participant.

6. Provisions of the Plan.

This option is subject to the provisions of the Plan, a copy of which is furnished to the Participant with this option.

7. Electronic Delivery.

The Company may, in its sole discretion, decide to deliver any documents related to this option and participation in the Plan or future options that may be awarded under the Plan by electronic means or to request the Participant's consent to participate in the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and, if requested, to agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.

8. Participant's Acknowledgements.

The Participant acknowledges that the Participant: (i) has read this Agreement; (ii) has been represented in the preparation, negotiation and execution of this Agreement by legal counsel of the Participant's own choice or has voluntarily declined to seek such counsel; (iii) understands the terms and consequences of this Agreement; (iv) is fully aware of the legal and binding effect of this Agreement; and (v) agrees that in accepting this award, the Participant will be bound by any clawback policy that the Company has in place or may adopt in the future.

EXHIBIT A

NOTICE OF STOCK OPTION EXERCISE

Date: _____

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

Attention: Corporate Secretary

Dear Sir or Madam:

I am the holder of a Nonstatutory Stock Option granted to me under the Casella Waste Systems, Inc. (the "Company") Amended and Restated 2016 Incentive Plan on _____ for the purchase of _____ shares of Class A Common Stock of the Company at a purchase price of \$ _____ per share.

I hereby exercise my option to purchase _____ shares of Class A Common Stock (the "Shares"), for which I have enclosed _____ in the amount of _____. Please register my stock certificate as follows:

Name(s): _____

Address: _____

Tax I.D. #: _____

Very truly yours,

(Signature)

CASELLA WASTE SYSTEMS, INC.
INCENTIVE STOCK OPTION AGREEMENT

Casella Waste Systems, Inc. (the “Company”) hereby grants the following stock option pursuant to its Amended and Restated 2016 Incentive Plan. The terms and conditions attached hereto are also a part hereof.

Notice of Grant

Name of optionee (the “ <u>Participant</u> ”):	
Grant Date:	
Number of shares of the Company’s Class A Common Stock subject to this option (“ <u>Shares</u> ”):	
Option exercise price per Share:	
Number, if any, of Shares that vest immediately on the grant date:	
Shares that are subject to vesting schedule:	
Vesting Start Date:	
Final Exercise Date:	

Vesting Schedule:

All vesting is dependent on the Participant remaining an Eligible Participant, as provided herein.	

This option satisfies in full all commitments that the Company has to the Participant with respect to the issuance of stock, stock options or other equity securities.

By accepting this Award, the Participant hereby (i) acknowledges that a copy of the Plan and a copy of the Plan prospectus have been delivered to the Participant and additional copies thereof are available upon request from the Company’s Human Resources Department, (ii) acknowledges receipt of a copy of this Notice of Grant and the terms and conditions attached hereto (collectively, the “Agreement”) and accepts the Award subject to all the terms and conditions of the Plan and the Agreement; (iii) represents that the Participant has read and understands the Plan, the Plan prospectus and the Agreement, and (iv) acknowledges that there are tax consequences related to the Award and that the Participant should consult a tax advisor to determine his or her actual tax consequences.

Electronic acceptance of this Award pursuant to the Company’s instructions to Participant (including through an online acceptance process managed by the Company’s agent) is acceptable.

CASELLA WASTE SYSTEMS, INC.

Signature of Participant

Street Address

City/State/Zip Code

By: _____
Name of Officer
Title:

CASELLA WASTE SYSTEMS, INC.
Incentive Stock Option Agreement
Incorporated Terms and Conditions

1. Grant of Option.

This Agreement evidences the grant by the Company on the grant date (the “Grant Date”) set forth in the Notice of Grant that forms part of this Agreement (the “Notice of Grant”) to the Participant of an option to purchase, in whole or in part, on the terms provided herein and in the Company’s Amended and Restated 2016 Incentive Plan (the “Plan”), the number of Shares set forth in the Notice of Grant of Class A Common Stock, \$0.01 par value per share, of the Company (“Common Stock”) at the exercise price per Share set forth in the Notice of Grant. Unless earlier terminated, this option shall expire at 5:00 p.m., Eastern time, on the Final Exercise Date set forth in the Notice of Grant (the “Final Exercise Date”).

It is intended that the option evidenced by this Agreement shall be an incentive stock option as defined in Section 422 of the Internal Revenue Code of 1986, as amended, and any regulations promulgated thereunder (the “Code”) to the maximum extent permitted by law. Except as otherwise indicated by the context, the term “Participant”, as used in this option, shall be deemed to include any person who acquires the right to exercise this option validly under its terms.

2. Vesting Schedule.

(a) This option is exercisable in accordance with the vesting schedule set forth in the Notice of Grant. This option shall expire upon, and will not be exercisable after, the Final Exercise Date. The right of exercise shall be cumulative so that to the extent the option is not exercised in any period to the maximum extent permissible it shall continue to be exercisable, in whole or in part, with respect to all Shares which are then exercisable until the earlier of the Final Exercise Date or the termination of this option under Section 3 hereof or the Plan.

(b) If the Participant ceases to be an employee, officer or director of, or consultant or advisor to, the Company or any parent or subsidiary of the Company as defined in Section 424(e) or (f) of the Code (an “Eligible Participant”) as a result of the Participant’s (i) death or (ii) Disability, this option shall become immediately exercisable as to all of the Shares subject to this option, effective as of such cessation. The Participant shall only be entitled to exercise this option following such cessation as provided in Section 3 below.

(c) For purposes of this Agreement, “Disability” or “Disabled” shall have the meaning provided under Treasury Regulation Section 1.409A-3(i)(4)(i) and (iii).

3. Exercise of Option.

(a) Form of Exercise. Each election to exercise this option shall be in writing in the form of the Notice of Exercise attached as Exhibit A (or in such other form as may be provided by the Company), signed by the Participant, and received by the Company at its principal office, accompanied by this Agreement, and payment in full in the manner provided in the Plan, including:

(1) in cash or by check, payable to the order of the Company;

(2) by delivery of an irrevocable and unconditional undertaking by a credit-worthy broker to deliver promptly to the Company sufficient funds to pay the exercise price, or delivery by the Participant to the Company of a copy of irrevocable and unconditional instructions to a credit-worthy broker to deliver promptly to the Company cash or a check sufficient to pay the exercise price, or by delivery of shares of Common Stock owned by the Participant valued at their fair market value (valued in the manner determined by (or in a manner approved by) the Board of Directors of the Company (the “Board”), which Common Stock was owned by the Participant at least six months prior to such delivery; or

(3) any combination of the above permitted forms of payment.

The Participant may purchase less than the number of Shares covered hereby, provided that no partial exercise of this option may be for any fractional Share.

(b) Continuous Relationship with the Company Required. Except as otherwise provided in this Section 3, this option may not be exercised unless the Participant, at the time he or she exercises this option, is, and has been at all times since the Grant Date, an Eligible Participant.

(c) Termination of Relationship with the Company. If the Participant ceases to be an Eligible Participant for any reason, then, except as provided in paragraphs (d) and (e) below, the right to exercise this option shall terminate three months after such cessation (but in no event after the Final Exercise Date), provided that this option shall be exercisable only to the extent that the Participant was entitled to exercise this option on the date of such cessation. Notwithstanding the foregoing, if the Participant, prior to the Final Exercise Date, violates the restrictive covenants (including, without limitation, the non-competition, non-solicitation, or confidentiality provisions) of any employment contract, confidentiality and nondisclosure agreement or other agreement between the Participant and the Company, the right to exercise this option shall terminate immediately upon such violation.

(d) Exercise Period Upon Death or Disability. If the Participant dies or becomes Disabled prior to the Final Exercise Date while he or she is an Eligible Participant and the Company has not terminated such relationship for Cause as specified in paragraph (e) below, this option shall be exercisable, within the period of one year following the date of death or Disability of the Participant, by the Participant (or in the case of death by an authorized transferee), provided that this option shall be exercisable only to the extent that this option was exercisable by the Participant on the date of his or her death or Disability, and further provided that this option shall not be exercisable after the Final Exercise Date.

(e) Discharge for Cause. If the Participant, prior to the Final Exercise Date, is discharged by the Company for Cause (as defined in the Plan), the right to exercise this option shall terminate immediately upon the effective date of such discharge. The Participant shall be considered to have been discharged for Cause if the Company determines, within 30 days after the Participant’s resignation, that discharge for cause was warranted.

4. Withholding.

No Shares will be issued pursuant to the exercise of this option unless and until the Participant pays to the Company, or makes provision satisfactory to the Company for payment of, any federal, state or local withholding taxes required by law to be withheld in respect of this option. Such withholding taxes may be satisfied, at the discretion of the Board, by the withholding of Shares of Common Stock of the Company. The Participant acknowledges that, regardless of any action taken by the Company, the ultimate liability for all federal, state, local or other taxes of any kind related to the Participant's participation in the Plan and legally applicable to the Participant is and remains the Participant's responsibility and may exceed the amount, if any, actually withheld by the Company.

5. Nontransferability of Option.

This option may not be sold, assigned, transferred, pledged or otherwise encumbered by the Participant, either voluntarily or by operation of law, except by will or the laws of descent and distribution, and, during the lifetime of the Participant, this option shall be exercisable only by the Participant.

6. Disqualifying Disposition.

If the Participant disposes of Shares acquired upon exercise of this option within two years from the Grant Date or one year after such Shares were acquired pursuant to exercise of this option, the Participant shall notify the Company in writing of such disposition.

7. Provisions of the Plan.

This option is subject to the provisions of the Plan, a copy of which is furnished to the Participant with this option.

8. Electronic Delivery.

The Company may, in its sole discretion, decide to deliver any documents related to this option and participation in the Plan or future options that may be awarded under the Plan by electronic means or to request the Participant's consent to participate in the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and, if requested, to agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.

9. Participant's Acknowledgements.

The Participant acknowledges that the Participant: (i) has read this Agreement; (ii) has been represented in the preparation, negotiation and execution of this Agreement by legal counsel of the Participant's own choice or has voluntarily declined to seek such counsel; (iii) understands the terms and consequences of this Agreement; (iv) is fully aware of the legal and binding effect of this Agreement; and (v) agrees that in accepting this award, the Participant will be bound by any clawback policy that the Company has in place or may adopt in the future.

EXHIBIT A

NOTICE OF STOCK OPTION EXERCISE

Date: _____

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

Attention: Corporate Secretary

Dear Sir or Madam:

I am the holder of an Incentive Stock Option granted to me under the Casella Waste Systems, Inc. (the "Company") Amended and Restated 2016 Incentive Plan on _____ for the purchase of _____ shares of Class A Common Stock of the Company at a purchase price of \$ _____ per share.

I hereby exercise my option to purchase _____ shares of Class A Common Stock (the "Shares"), for which I have enclosed _____ in the amount of _____. Please register my stock certificate as follows:

Name(s): _____

Address: _____

Tax I.D. #: _____

Very truly yours,

(Signature)

CASELLA WASTE SYSTEMS, INC.
NONSTATUTORY STOCK OPTION AGREEMENT

Casella Waste Systems, Inc. (the “Company”) hereby grants the following stock option pursuant to its Amended and Restated 2016 Incentive Plan. The terms and conditions attached hereto are also a part hereof.

Notice of Grant

Name of optionee (the “ <u>Participant</u> ”):	
Grant Date:	
Number of shares of the Company’s Class A Common Stock subject to this option (“ <u>Shares</u> ”):	
Option exercise price per Share:	
Number, if any, of Shares that vest immediately on the grant date:	
Shares that are subject to vesting schedule:	
Vesting Start Date:	
Final Exercise Date:	

Vesting Schedule:

All vesting is dependent on the Participant remaining an Eligible Participant, as provided herein.	

This option satisfies in full all commitments that the Company has to the Participant with respect to the issuance of stock, stock options or other equity securities.

By accepting this Award, the Participant hereby (i) acknowledges that a copy of the Plan and a copy of the Plan prospectus have been delivered to the Participant and additional copies thereof are available upon request from the Company’s Human Resources Department, (ii) acknowledges receipt of a copy of this Notice of Grant and the terms and conditions attached hereto (collectively, the “Agreement”) and accepts the Award subject to all the terms and conditions of the Plan and the Agreement; (iii) represents that the Participant has read and understands the Plan, the Plan prospectus and the Agreement, and (iv) acknowledges that there are tax consequences related to the Award and that the Participant should consult a tax advisor to determine his or her actual tax consequences.

Electronic acceptance of this Award pursuant to the Company’s instructions to Participant (including through an online acceptance process managed by the Company’s agent) is acceptable.

CASELLA WASTE SYSTEMS, INC.

Signature of Participant

Street Address

City/State/Zip Code

By: _____
Name of Officer
Title:

CASELLA WASTE SYSTEMS, INC.
Nonstatutory Stock Option Agreement
Incorporated Terms and Conditions

1. Grant of Option.

This Agreement evidences the grant by the Company on the grant date (the “Grant Date”) set forth in the Notice of Grant that forms part of this Agreement (the “Notice of Grant”) to the Participant of an option to purchase, in whole or in part, on the terms provided herein and in the Company’s Amended and Restated 2016 Incentive Plan (the “Plan”), the number of Shares set forth in the Notice of Grant of Class A Common Stock, \$0.01 par value per share, of the Company (“Common Stock”) at the exercise price per Share set forth in the Notice of Grant. Unless earlier terminated, this option shall expire at 5:00 p.m., Eastern time, on the Final Exercise Date set forth in the Notice of Grant (the “Final Exercise Date”).

It is intended that the option evidenced by this Agreement shall not be an incentive stock option as defined in Section 422 of the Internal Revenue Code of 1986, as amended, and any regulations promulgated thereunder (the “Code”). Except as otherwise indicated by the context, the term “Participant”, as used in this option, shall be deemed to include any person who acquires the right to exercise this option validly under its terms.

2. Vesting Schedule.

(a) This option is exercisable in accordance with the vesting schedule set forth in the Notice of Grant. This option shall expire upon, and will not be exercisable after, the Final Exercise Date. The right of exercise shall be cumulative so that to the extent the option is not exercised in any period to the maximum extent permissible it shall continue to be exercisable, in whole or in part, with respect to all Shares which are then exercisable until the earlier of the Final Exercise Date or the termination of this option under Section 3 hereof or the Plan.

(b) If the Participant ceases to be an employee, officer or director of, or consultant or advisor to, the Company or any parent or subsidiary of the Company as defined in Section 424(e) or (f) of the Code (an “Eligible Participant”) as a result of the Participant’s (i) death or (ii) Disability, this option shall become immediately exercisable as to all of the Shares subject to this option, effective as of such cessation. The Participant shall only be entitled to exercise this option following such cessation as provided in Section 3 below.

(c) For purposes of this Agreement, “Disability” or “Disabled” shall have the meaning provided under Treasury Regulation Section 1.409A-3(i)(4)(i) and (iii).

3. Exercise of Option.

(a) Form of Exercise. Each election to exercise this option shall be in writing in the form of the Notice of Exercise attached as Exhibit A (or in such other form as may be provided by the Company), signed by the Participant, and received by the Company at its principal office, accompanied by this Agreement, and payment in full in the manner provided in the Plan, including:

(1) in cash or by check, payable to the order of the Company;

(2) by delivery of an irrevocable and unconditional undertaking by a credit-worthy broker to deliver promptly to the Company sufficient funds to pay the exercise price, or delivery by the Participant to the Company of a copy of irrevocable and unconditional instructions to a credit-worthy broker to deliver promptly to the Company cash or a check sufficient to pay the exercise price, or by delivery of shares of Common Stock owned by the Participant valued at their fair market value (valued in the manner determined by (or in a manner approved by) the Board of Directors of the Company (the "Board"), which Common Stock was owned by the Participant at least six months prior to such delivery; or

(3) any combination of the above permitted forms of payment.

The Participant may purchase less than the number of Shares covered hereby, provided that no partial exercise of this option may be for any fractional Share.

(b) Continuous Relationship with the Company Required. Except as otherwise provided in this Section 3, this option may not be exercised unless the Participant, at the time he or she exercises this option, is, and has been at all times since the Grant Date, an Eligible Participant.

(c) Termination of Relationship with the Company. If the Participant ceases to be an Eligible Participant for any reason, then, except as provided in paragraphs (d) and (e) below, the right to exercise this option shall terminate three months after such cessation (but in no event after the Final Exercise Date), provided that this option shall be exercisable only to the extent that the Participant was entitled to exercise this option on the date of such cessation. Notwithstanding the foregoing, if the Participant, prior to the Final Exercise Date, violates the restrictive covenants (including, without limitation, the non-competition, non-solicitation, or confidentiality provisions) of any employment contract, confidentiality and nondisclosure agreement or other agreement between the Participant and the Company, the right to exercise this option shall terminate immediately upon such violation.

(d) Exercise Period Upon Death or Disability. If the Participant dies or becomes Disabled prior to the Final Exercise Date while he or she is an Eligible Participant and the Company has not terminated such relationship for Cause as specified in paragraph (e) below, this option shall be exercisable, within the period of one year following the date of death or Disability of the Participant, by the Participant (or in the case of death by an authorized transferee), provided that this option shall be exercisable only to the extent that this option was exercisable by the Participant on the date of his or her death or Disability, and further provided that this option shall not be exercisable after the Final Exercise Date.

(e) Discharge for Cause. If the Participant, prior to the Final Exercise Date, is discharged by the Company for Cause (as defined in the Plan), the right to exercise this option shall terminate immediately upon the effective date of such discharge. The Participant shall be considered to have been discharged for Cause if the Company determines, within 30 days after the Participant's resignation, that discharge for cause was warranted.

4. Withholding.

No Shares will be issued pursuant to the exercise of this option unless and until the Participant pays to the Company, or makes provision satisfactory to the Company for payment of, any federal, state or local withholding taxes required by law to be withheld in respect of this option. Such withholding taxes may be satisfied, at the discretion of the Board, by the withholding of Shares of Common Stock of the Company. The Participant acknowledges that, regardless of any action taken by the Company, the ultimate liability for all federal, state, local or other taxes of any kind related to the Participant's participation in the Plan and legally applicable to the Participant is and remains the Participant's responsibility and may exceed the amount, if any, actually withheld by the Company.

5. Nontransferability of Option.

This option may not be sold, assigned, transferred, pledged or otherwise encumbered by the Participant, either voluntarily or by operation of law, except by will or the laws of descent and distribution, and, during the lifetime of the Participant, this option shall be exercisable only by the Participant.

6. Provisions of the Plan.

This option is subject to the provisions of the Plan, a copy of which is furnished to the Participant with this option.

7. Electronic Delivery.

The Company may, in its sole discretion, decide to deliver any documents related to this option and participation in the Plan or future options that may be awarded under the Plan by electronic means or to request the Participant's consent to participate in the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and, if requested, to agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.

8. Participant's Acknowledgements.

The Participant acknowledges that the Participant: (i) has read this Agreement; (ii) has been represented in the preparation, negotiation and execution of this Agreement by legal counsel of the Participant's own choice or has voluntarily declined to seek such counsel; (iii) understands the terms and consequences of this Agreement; (iv) is fully aware of the legal and binding effect of this Agreement; and (v) agrees that in accepting this award, the Participant will be bound by any clawback policy that the Company has in place or may adopt in the future.

EXHIBIT A

NOTICE OF STOCK OPTION EXERCISE

Date: _____

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

Attention: Corporate Secretary

Dear Sir or Madam:

I am the holder of a Nonstatutory Stock Option granted to me under the Casella Waste Systems, Inc. (the "Company") Amended and Restated 2016 Incentive Plan on _____ for the purchase of _____ shares of Class A Common Stock of the Company at a purchase price of \$ _____ per share.

I hereby exercise my option to purchase _____ shares of Class A Common Stock (the "Shares"), for which I have enclosed _____ in the amount of _____. Please register my stock certificate as follows:

Name(s): _____

Address: _____

Tax I.D. #: _____

Very truly yours,

(Signature)

CASELLA WASTE SYSTEMS, INC.
Amended and Restated 2016 Incentive Plan

Restricted Stock Unit Agreement
Cover Sheet

This Agreement evidences the grant by Casella Waste Systems, Inc., a Delaware corporation (the “**Company**”), on the date set forth below (the “**Grant Date**”) to the person named below (the “**Participant**”) of an award of restricted stock units (the “**Award**”). Each unit ultimately earned represents the right to receive one share of the Company’s Class A Common Stock, \$0.01 par value per share (“**Common Stock**”), or the value of such share. This Award is subject to the terms and conditions specified in the Casella Waste Systems, Inc. Amended and Restated 2016 Incentive Plan (the “**Plan**”), and in this Agreement, consisting of this Cover Sheet and the attached Exhibit A.

Participant Name:	
Grant Date:	
Number of Restricted Stock Units:	

PARTICIPANT:

CASELLA WASTE SYSTEMS, INC.
25 Greens Hill Lane
Rutland, Vermont 05701

By: _____
John W. Casella, Chairman & CEO

By accepting this Award, the Participant hereby (i) acknowledges that a copy of the Plan and a copy of the Plan prospectus have been delivered to the Participant and additional copies thereof are available upon request from the Company’s Human Resources Department, (ii) acknowledges receipt of a copy of this Cover Sheet and Exhibit A hereto (collectively, the “**Agreement**”) and accepts the Award subject to all the terms and conditions of the Plan and the Agreement; (iii) represents that the Participant has read and understands the Plan, the Plan prospectus and the Agreement, and (iv) acknowledges that there are tax consequences related to the Award and that the Participant should consult a tax advisor to determine his or her actual tax consequences.

For this Agreement to become binding, the Participant must accept this Award by signing and returning both copies to the Company within 30 days following notification of the grant. A fully executed copy will be returned to you for your records. Electronic acceptance of this Award pursuant to the Company’s instructions to Participant (including through an online acceptance process managed by the Company’s agent) is acceptable.

EXHIBIT A

CASELLA WASTE SYSTEMS, INC.

Restricted Stock Unit Agreement Amended and Restated 2016 Incentive Plan

Terms and Conditions

1. Grant of Restricted Stock Units.

The Award is granted pursuant to and is subject to and governed by the Plan and the terms of this Agreement. It is a form of “**RSU**” as defined in the Plan. Unless otherwise defined in this Agreement, capitalized terms used herein shall have the same meaning as in the Plan. The shares of Common Stock that are issuable after the RSUs have been earned are referred to in this Agreement as “**Shares**.” The RSUs shall be granted to the Participant without payment of consideration (other than continuing services).

2. Determination of Earned RSUs.

Unless otherwise provided in this Agreement or the Plan, shares will be earned on account of the RSUs in accordance with the following vesting schedule: 100% of the RSUs shall be earned on the first anniversary of the Grant Date. Any fractional number of RSUs resulting from application of the foregoing percentage(s) shall be rounded down to the nearest whole number of RSUs.

3. Change in Control Event.

Notwithstanding the vesting schedule set forth in Section 2, immediately prior to a Change in Control Event (as defined in the Plan and provided that such event constitutes a “change in control event” within the meaning of Treasury Regulation Section 1.409A-3(i)(5)(i), to the extent required under Section 409A of the Internal Revenue Code of 1986, and the regulations, including the proposed regulations thereunder (the “**Code**”), the Participant shall be entitled to payment of all Shares.

4. Cessation of Business Relationship.

(a) Definitions. For purposes of this Section:

(i) “**Beneficiary**” shall mean the last person or persons designated as such by the Participant in writing prior to the Participant’s death. If no such person survives the Participant, the Beneficiary shall be the Participant’s estate.

(ii) “**Disability**” shall have the meaning provided under Treasury Regulation Section 1.409A-3(i)(4)(i) and (iii).

(b) Death or Disability. If the Participant’s continuous service to the Company as a director, consultant or advisor (a “**Business Relationship**”) ceases as a result of the Participant’s (i) death or (ii) Disability, the Participant (or the Participant’s

Beneficiary in the event of the Participant's death) shall be entitled to payment of all Shares.

- (c) Other Cessation of Business Relationship. If the Participant's Business Relationship ceases for any reason other than as described in Section 4(b), the RSUs which have not been earned pursuant to Sections 2 or 3 prior to such cessation will be forfeited without the payment of any consideration to the Participant, effective as of such cessation, except as provided in this Section.

5. Payment.

- (a) Within 60 days following the date on which any RSUs are earned, the Company shall distribute to the Participant (or to the Participant's Beneficiary in the event of death) the Shares represented by RSUs that were earned, subject to Section 11 hereof and upon the satisfaction of all other applicable conditions as to the RSUs; *provided, however*, that the Shares shall be distributed no later than the 15th day of the third month following the end of the Company's taxable year; *provided further, however*, that the Shares may be distributed following the date contemplated in this Section to the extent permitted under Section 409A ("**Section 409A**") of the Code without the payment becoming subject to, and being treated as "nonqualified deferred compensation" within the meaning of Section 409A (such as where the Company reasonably anticipates that the payment will violate federal securities laws or other applicable laws). Payment of any earned RSUs shall be made in whole Shares. Earned RSUs shall be rounded down to the nearest whole Share, and the Company shall pay the value of any fractional Shares to the Participant in cash on the basis of the fair market value per share of Common Stock on the date of distribution (determined by reference to the closing price of the Common Stock on the principal exchange on which the Common Stock trades on the date of distribution, or if such date is not a trading date, on the next preceding trading date).
- (b) The Company shall not be obligated to issue Shares to the Participant upon the earning of any RSUs unless the issuance and delivery of such Shares shall comply with all relevant provisions of law and other legal requirements including, without limitation, any applicable federal, state or foreign securities laws and the requirements of any stock exchange upon which Shares may be listed.
- (c) Anything in the foregoing to the contrary notwithstanding, RSUs granted under this Agreement may be suspended, delayed or otherwise deferred for any of the reasons contemplated in Sections 4 and 5 only to the extent such suspension, delay or deferral is permitted under Treas. Reg. §§1.409A-2(b)(7), 1.409A-1(b)(4)(ii) or successor provisions, or as otherwise permitted under Section 409A.

6. Option of Company to Deliver Cash.

Notwithstanding any of the other provisions of this Agreement, at the time when any RSUs are payable pursuant to Section 5, the Company may elect, in the sole discretion of the Committee, to deliver to the Participant in lieu of the Shares represented by RSUs that are then payable an equivalent amount of cash (determined by reference to the closing price of the Shares on the principal exchange on which the Shares trade on the applicable

payment date or if such date is not a trading date, on the next preceding trading date). Such payments shall be made no later than the deadline set forth in Section 5(a) hereof. If the Company elects to deliver cash to the Participant, the Company is authorized to retain such amount as is sufficient to satisfy any tax withholding obligations as set forth in Section 11 hereof.

7. Restrictions on Transfer.

- (a) The Participant shall not sell, assign, transfer, pledge, hypothecate or otherwise encumber or dispose of any RSUs, either voluntarily or by operation of law. Any attempt to dispose of any RSUs in contravention of the above restriction shall be null and void and without effect.
- (b) The Company shall not be required (i) to transfer on its books any of the RSUs that have been transferred in violation of any of the provisions set forth herein or (ii) to treat as the owner of such RSUs any transferee to whom such RSUs have been transferred in violation of any of the provisions contained herein.

8. No Obligation to Continue Business Relationship. Neither the Plan, this Agreement, nor the grant of the RSUs imposes any obligation on the Company or its subsidiaries to have or continue a Business Relationship with the Participant.

9. No Rights as Stockholder. The RSUs represent an unfunded, unsecured promise by the Company to deliver Shares or the value thereof in accordance with the terms of this Agreement. The Participant shall have no rights as a shareholder with respect to the Shares underlying the RSUs. The Participant shall have no right to vote or receive dividends with respect to any Shares underlying the RSUs unless and until such Shares are distributed to the Participant.

10. Adjustments for Capital Changes; Reorganization Event.

The Plan contains provisions covering the treatment of RSUs in a number of contingencies such as stock splits and mergers. Provisions in the Plan for such adjustments are applicable hereunder and are incorporated herein by reference. The treatment of the RSUs in connection with a Reorganization Event is governed by Section 10 of the Plan.

11. Withholding Taxes.

The Participant acknowledges and agrees that the Company has the right to deduct from payments of any kind otherwise due to the Participant any federal, state, local or other taxes of any kind required by law to be withheld with respect to the vesting of the RSUs. The Participant agrees that if under applicable law the Participant will owe taxes at such vesting date on the portion of the RSUs then vested the Company shall be entitled to immediate payment from the Participant of the amount of any tax required to be withheld by the Company. The Company shall not deliver any shares of Common Stock to the Participant until it is satisfied that all required withholdings have been made.

12. Nature of Grant.

In accepting the RSUs, Participant acknowledges that: (a) the grant of the RSUs is voluntary and occasional and does not create any contractual or other right to receive future grants of RSUs, or benefits in lieu of RSUs even if RSUs have been granted repeatedly in the past; (b) all decisions with respect to future awards of RSUs, if any, will be at the sole discretion of the Company; (c) the future value of the underlying Shares is unknown and cannot be predicted with certainty; (d) in consideration of the award of RSUs, no claim or entitlement to compensation or damages shall arise from termination of the RSUs or any diminution in value of the RSUs or Shares received when the RSUs are earned resulting from the Participant's termination of service by the Company or any subsidiary (for any reason whatsoever), and Participant irrevocably releases the Company and/or the subsidiary from any such claim that may arise; (e) in the event of involuntary termination of Participant's service, Participant's right to receive RSUs and vesting under the Plan, if any, will terminate effective as of the date that Participant is no longer actively performing services and will not be extended by any notice period mandated under local law or contract, and the Company shall have the exclusive discretion to determine when Participant is no longer actively performing services for purposes of the RSUs; (f) the Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding Participant's participation in the Plan, or Participant's acquisition or sale of the underlying Shares; and (g) Participant is hereby advised to consult with his or her own personal tax, legal and financial advisors regarding Participant's participation in the Plan before taking any action related to the Plan.

13. Miscellaneous.

- (a) Notices. All notices hereunder shall be in writing and shall be deemed given when sent by certified or registered mail, postage prepaid, return receipt requested, if to the Participant, to the address set forth on the cover sheet or at the most recent address shown on the records of the Company, and if to the Company, to the Company's principal office, attention of the Corporate Secretary.
- (b) Entire Agreement; Modification. This Agreement (including the cover sheet) and the Plan constitutes the entire agreement between the parties relative to the subject matter hereof, and supersedes all other communications between the parties relating to the subject matter of this Agreement. This Agreement may be modified, amended or rescinded by the Committee as it shall deem advisable, subject to any requirement for shareholder approval imposed by applicable law or other applicable rules, including, without limitation, the rules of the stock exchange on which the Shares are listed. If the Committee determines that the Award terms could result in adverse tax consequences to the Participant, the Committee may amend this Agreement without the consent of the Participant in order to minimize or eliminate such tax treatment.
- (c) Plan Governs. This Agreement is subject to all terms and provisions of the Plan. In the event of a conflict between one or more provisions of this Agreement and one or more provisions of the Plan, the provisions of the Plan will govern.

- (d) Severability. The invalidity, illegality or unenforceability of any provision of this Agreement shall in no way affect the validity, legality or enforceability of any other provision.
- (e) Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the heirs, legatees, distributees, executors and administrators of the Participant and the successors and assigns of the Company.
- (f) Participant's Acceptance. The Participant is urged to read this Agreement carefully and to consult with his or her own legal counsel regarding the terms and consequences of this Agreement and the legal and binding effect of this Agreement. By virtue of his or her acceptance of this Agreement, the Participant is deemed to have accepted and agreed to all of the terms and conditions of this Award and the provisions of the Plan, including as binding, conclusive and final all decisions or interpretations of the Committee upon any questions arising under the Plan or this Award.
- (g) Section 409A. This Agreement, the RSUs and payments made pursuant to this Agreement are intended to comply with or qualify for an exemption from the requirements of Section 409A and shall be construed consistently therewith and shall be interpreted in a manner consistent with that intention. Terms defined in the Agreement shall have the meanings given such terms under Section 409A if and to the extent required to comply with Section 409A. Notwithstanding any other provision of this Agreement, the Company reserves the right, to the extent the Company deems necessary or advisable, in its sole discretion, to unilaterally amend the Plan and/or this Agreement to ensure that all RSUs are awarded in a manner that qualifies for exemption from or complies with Section 409A, provided, however, that the Company makes no undertaking to preclude Section 409A from applying to this Award of RSUs. Any payments described in this Section 13(g) that are due within the "short term deferral period" as defined in Section 409A shall not be treated as deferred compensation unless applicable law requires otherwise. If and to the extent any portion of any payment, compensation or other benefit provided to the Participant in connection with his or her termination of service is determined to constitute "nonqualified deferred compensation" within the meaning of Section 409A and the Participant is a specified employee as defined in Section 409A(2)(B)(i) of the Code, as determined by the Company in accordance with its procedures, by which determination the Participant hereby agrees that he or she is bound, such portion of the payment, compensation or other benefit shall not be paid before the day that is six months plus one day after the date of separation from service (as determined under Section 409A (the "***New Payment Date***")), except as Section 409A may then permit. The aggregate of any payments that otherwise would have been paid to the Participant during the period between the date of separation from service and the New Payment Date shall be paid to the Participant in a lump sum on such New Payment Date, and any remaining payments will be paid on their original schedule. Notwithstanding the foregoing, the Company, its subsidiaries, directors, officers and agents shall have no liability to a Participant, or any other party, if an Award that is intended to be exempt from, or compliant

with, Section 409A is not so exempt or compliant, or for any action taken by the Committee.

- (h) Governing Law/Choice of Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Delaware, without giving effect to the principles of the conflicts of laws thereof. For purposes of litigating any dispute that arises directly or indirectly from the relationship of the parties, evidenced by this Award or the Agreement, the parties hereby submit to and consent to the exclusive jurisdiction of the State of Vermont and agree that such litigation shall be conducted only in the courts of Rutland County, Vermont, or the federal courts for the United States for the District of Vermont, and no other courts, where this Award is made and/or to be performed.
- (i) Administrator Authority. The Committee will have the power to interpret the Plan and this Agreement and to adopt such rules for the administration, interpretation and application of the Plan as are consistent therewith and to interpret or revoke any such rules (including, but not limited to, the determination of whether or not any RSUs have been earned). All actions taken and all interpretations and determinations made by the Committee in good faith will be final and binding upon Participant, the Company and all other interested persons.
- (j) Electronic Delivery. The Company may, in its sole discretion, decide to deliver any documents related to the RSUs awarded under and participation in the Plan or future RSUs that may be awarded under the Plan by electronic means or to request the Participant's consent to participate in the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and, if requested, to agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.

CERTIFICATION

I, John W. Casella, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Casella Waste Systems, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 2, 2024

By: /s/ John W. Casella
John W. Casella
Chairman and Chief Executive Officer
(Principal Executive Officer)

CERTIFICATION

I, Bradford J. Helgeson, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Casella Waste Systems, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 2, 2024

By: /s/ Bradford J. Helgeson

Bradford J. Helgeson

*Executive Vice President and Chief Financial Officer
(Principal Financial Officer)*

CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report on Form 10-Q of Casella Waste Systems, Inc. for the period ended June 30, 2024 as filed with the Securities and Exchange Commission on the date hereof ("Report"), the undersigned, John W. Casella, Chairman and Chief Executive Officer, hereby certifies, pursuant to 18 U.S.C. Section 1350, that, to his knowledge:

- (1) the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) the information contained in the Report fairly presents, in all material respects, our financial condition and results of operations.

Date: August 2, 2024

By: /s/ John W. Casella
Chairman and Chief Executive Officer
(Principal Executive Officer)

CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report on Form 10-Q of Casella Waste Systems, Inc. for the period ended June 30, 2024 as filed with the Securities and Exchange Commission on the date hereof (“Report”), the undersigned, Bradford J. Helgeson, Executive Vice President and Chief Financial Officer, hereby certifies, pursuant to 18 U.S.C. Section 1350, that, to his knowledge:

- (1) the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
- (2) the information contained in the Report fairly presents, in all material respects, our financial condition and results of operations.

Date: August 2, 2024

By: /s/ Bradford J. Helgeson
Executive Vice President and Chief Financial Officer
(Principal Financial Officer)