# 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 October 31, 2012**

**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**<br>(State or other jurisdiction of incorporation or organization) | **03-0338873**<br>(I.R.S. Employer Identification No.) |
| **25 Greens Hill Lane, Rutland, Vermont**<br>(Address of principal executive offices) | **05701**<br>(Zip Code) |

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

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 and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

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

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

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

Indicate the number of shares outstanding of each of the registrant's classes of common stock, as of November 30, 2012:

| | |
|---|---|
| Class A Common Stock, $0.01 par value per share: | 37,950,309 |
| Class B Common Stock, $0.01 par value per share: | 988,200 |

## PART I. FINANCIAL INFORMATION

## ITEM 1. FINANCIAL STATEMENTS

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

| | October 31, 2012 | April 30, 2012 |
|---|---|---|
| **ASSETS** | | |
| CURRENT ASSETS: | | |
| Cash and cash equivalents | $ 1,901 | $ 4,534 |
| Restricted cash | 23,655 | 76 |
| Accounts receivable - trade, net of allowance for doubtful accounts of $1,213 and $740 | 50,978 | 47,472 |
| Refundable income taxes | 1,190 | 1,281 |
| Prepaid expenses | 8,063 | 6,077 |
| Inventory | 4,017 | 3,595 |
| Deferred income taxes | 3,583 | 3,712 |
| Other current assets | 642 | 609 |
| Total current assets | 94,029 | 67,356 |
| Property, plant and equipment, net of accumulated depreciation and amortization of $622,989 and $593,206 | 424,839 | 416,717 |
| Goodwill | 102,722 | 101,706 |
| Intangible assets, net | 4,217 | 2,970 |
| Restricted assets | 521 | 424 |
| Notes receivable - related party/employee | 514 | 722 |
| Investments in unconsolidated entities | 20,729 | 22,781 |
| Other non-current assets | 21,904 | 21,067 |
| | 575,446 | 566,387 |
| | $669,475 | $633,743 |

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

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

| | October 31, 2012 | April 30, 2012 |
|---|---|---|
| **LIABILITIES AND STOCKHOLDERS' EQUITY** | | |
| CURRENT LIABILITIES: | | |
| Current maturities of long-term debt and capital leases | $ 73,795 | $ 1,228 |
| Current maturities of financing lease obligations | 349 | 338 |
| Accounts payable | 51,326 | 46,709 |
| Accrued payroll and related expenses | 3,925 | 4,142 |
| Accrued interest | 8,328 | 9,803 |
| Current accrued capping, closure and post-closure costs | 7,069 | 4,907 |
| Other accrued liabilities | 23,582 | 21,208 |
| Total current liabilities | 168,374 | 88,335 |
| Long-term debt and capital leases, less current maturities | 412,051 | 473,381 |
| Financing lease obligations, less current maturities | 1,640 | 1,818 |
| Accrued capping, closure and post-closure costs, less current portion | 34,220 | 34,722 |
| Deferred income taxes | 5,926 | 5,336 |
| Other long-term liabilities | 12,199 | 11,920 |
| COMMITMENTS AND CONTINGENCIES | | |
| STOCKHOLDERS' EQUITY: | | |
| Casella Waste Systems, Inc. stockholders' equity: | | |
| Class A common stock - | | |
| Authorized - 100,000,000 shares, $0.01 par value per share, issued and outstanding - 37,950,000 and 25,991,000 shares as of October 31, 2012 and April 30, 2012, respectively | 380 | 260 |
| Class B convertible common stock - | | |
| Authorized - 1,000,000 shares, $0.01 par value per share, 10 votes per share, issued and outstanding - 988,000 shares as of October 31, 2012 and April 30, 2012, respectively | 10 | 10 |
| Additional paid-in capital | 332,008 | 288,348 |
| Accumulated deficit | (299,573) | (270,235) |
| Accumulated other comprehensive loss | (746) | (1,952) |
| Total Casella Waste Systems, Inc. stockholders' equity | 32,079 | 16,431 |
| Noncontrolling interest | 2,986 | 1,800 |
| Total stockholders' equity | 35,065 | 18,231 |
| | $ 669,475 | $ 633,743 |

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

## CASELLA WASTE SYSTEMS, INC. AND SUBSIDIARIES
## CONSOLIDATED STATEMENTS OF OPERATIONS
**(Unaudited)**
**(in thousands)**

| | Three Months Ended October 31, | | Six Months Ended October 31, | |
|---|---|---|---|---|
| | 2012 | 2011 | 2012 | 2011 |
| Revenues | $120,335 | $129,866 | $241,529 | $257,059 |
| Operating expenses: | | | | |
| Cost of operations | 85,474 | 86,627 | 170,251 | 171,851 |
| General and administration | 13,985 | 16,062 | 29,307 | 32,268 |
| Depreciation and amortization | 14,632 | 15,061 | 29,388 | 29,567 |
| Severance and reorganization costs | 1,793 | — | 1,827 | |
| Expense from divestiture and financing costs | 77 | — | 631 | — |
| Legal settlement | — | 359 | — | 1,359 |
| Development project charge | — | 131 | — | 131 |
| | 115,961 | 118,240 | 231,404 | 235,176 |
| Operating income | 4,374 | 11,626 | 10,125 | 21,883 |
| Other expense (income): | | | | |
| Interest income | (10) | (3) | (18) | (12) |
| Interest expense | 11,699 | 11,210 | 23,551 | 22,369 |
| Loss from equity method investments | 109 | 1,523 | 1,875 | 3,781 |
| Loss on derivative instruments | 3,896 | — | 3,896 | — |
| Loss on debt extinguishment | 9,670 | — | 9,670 | — |
| Other income | (311) | (327) | (441) | (432) |
| Other expense, net | 25,053 | 12,403 | 38,533 | 25,706 |
| Loss from continuing operations before income taxes and discontinued operations | (20,679) | (777) | (28,408) | (3,823) |
| Provision for income taxes | 413 | 67 | 1,063 | 728 |
| Loss from continuing operations before discontinued operations | (21,092) | (844) | (29,471) | (4,551) |
| Discontinued operations: | | | | |
| Gain on disposal of discontinued operations (net of income tax provision of $0, $53, $0 and $489) | — | 79 | — | 725 |
| Net loss | (21,092) | (765) | (29,471) | (3,826) |
| Less: Net loss attributable to noncontrolling interest | (125) | — | (133) | — |
| Net loss attributable to common stockholders | $ (20,967) | $ (765) | $ (29,338) | $ (3,826) |

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

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

| | Three Months Ended October 31, | | Six Months Ended October 31, | |
|---|---|---|---|---|
| | 2012 | 2011 | 2012 | 2011 |
| Basic and diluted earnings per share: | | | | |
| Loss from continuing operations before discontinued operations | $ (0.68) | $ (0.03) | $ (1.01) | $ (0.17) |
| Gain on disposal of discontinued operations, net of tax | — | — | — | 0.03 |
| Net loss per common share | $ (0.68) | $ (0.03) | $ (1.01) | $ (0.14) |
| Weighted average common shares outstanding: | | | | |
| Basic and diluted | 30,872 | 26,759 | 28,932 | 26,661 |
| Amounts attributable to common stockholders: | | | | |
| Loss from continuing operations, net of tax | $(20,967) | $ (844) | $(29,338) | $ (4,551) |
| Discontinued operations, net of tax | — | 79 | — | 725 |
| Net loss | $(20,967) | $ (765) | $(29,338) | $ (3,826) |

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

**CASELLA WASTE SYSTEMS, INC. AND SUBSIDIARIES**
**CONSOLIDATED STATEMENTS OF**
**COMPREHENSIVE LOSS**
**(Unaudited)**
**(in thousands)**

| | Three Months Ended October 31, | | Six Months Ended October 31, | |
|---|---|---|---|---|
| | 2012 | 2011 | 2012 | 2011 |
| Net loss | $(21,092) | $ (765) | $(29,471) | $(3,826) |
| Other comprehensive income (loss), net of tax: | | | | |
| Unrealized (loss) income resulting from changes in fair value of derivative instruments, net of tax provision of $0, $0, $0 and $99 | (716) | (58) | (2,799) | 184 |
| Realized loss (income) on derivative instruments reclassified into earnings, net of tax provision of $0, $0, $0 and $99 | 3,946 | (361) | 3,990 | (716) |
| Unrealized income (loss) resulting from changes in fair value of marketable securities | 21 | (5) | 15 | (11) |
| Other comprehensive income (loss), net of tax | 3,251 | (424) | 1,206 | (543) |
| Comprehensive loss | (17,841) | (1,189) | (28,265) | (4,369) |
| Less: Comprehensive loss attributable to noncontrolling interest | (125) | — | (133) | — |
| Comprehensive loss attributable to common stockholders | $(17,716) | $(1,189) | $(28,132) | $(4,369) |

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

**CASELLA WASTE SYSTEMS, INC. AND SUBSIDIARIES**
**CONSOLIDATED STATEMENT OF**
**STOCKHOLDERS' EQUITY**
**(Unaudited)**
**(in thousands)**

| | | Casella Waste Systems, Inc. Stockholders' Equity | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | Class A Common Stock | | Class B Common Stock | | | | | |
| | Total | Shares | Amount | Shares | Amount | Additional Paid-In Capital | Accumulated Deficit | Accumulated Other Comprehensive Loss | Noncontrolling Interest |
| Balance, April 30, 2012 | $ 18,231 | 25,991 | $ 260 | 988 | $ 10 | $288,348 | $(270,235) | $ (1,952) | $ 1,800 |
| Net loss | (29,471) | — | — | — | — | — | (29,338) | — | (133) |
| Other comprehensive income | 1,206 | — | — | — | — | — | — | 1,206 | — |
| Issuances of Class A common stock | 137 | 459 | 5 | — | — | 132 | — | — | — |
| Sale of Class A common stock, net | 42,149 | 11,500 | 115 | — | — | 42,034 | — | — | — |
| Stock-based compensation | 1,306 | — | — | — | — | 1,306 | — | — | — |
| Contributions from noncontrolling interest holder | 1,319 | — | — | — | — | — | — | — | 1,319 |
| Other | 188 | — | — | — | — | 188 | — | — | — |
| Balance, October 31, 2012 | $ 35,065 | 37,950 | $ 380 | 988 | $ 10 | $332,008 | $(299,573) | $ (746) | $ 2,986 |

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

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

| | Six Months Ended October 31, | |
|---|---|---|
| | 2012 | 2011 |
| Cash Flows from Operating Activities: | | |
| Net loss | $ (29,471) | $ (3,826) |
| Adjustments to reconcile net loss to net cash provided by operating activities - | | |
| Gain on disposal of discontinued operations, net | — | (725) |
| Gain on sale of property and equipment | (223) | (754) |
| Depreciation and amortization | 29,388 | 29,567 |
| Depletion of landfill operating lease obligations | 4,878 | 4,514 |
| Interest accretion on landfill and environmental remediation liabilities | 1,858 | 1,740 |
| Development project charge | — | 131 |
| Amortization of discount on second lien notes and senior subordinated notes | 502 | 467 |
| Loss from equity method investments | 1,875 | 3,781 |
| Loss on derivative instruments | 3,896 | — |
| Loss on debt extinguishment | 9,670 | — |
| Stock-based compensation | 1,306 | 1,366 |
| Excess tax benefit on the vesting of share based awards | (188) | (219) |
| Deferred income taxes | 907 | 1,008 |
| Changes in assets and liabilities, net of effects of acquisitions and divestitures - | | |
| Accounts receivable | (3,506) | (2,070) |
| Accounts payable | 4,617 | 9,259 |
| Prepaid expenses, inventories and other assets | (283) | (482) |
| Accrued expenses and other liabilities | (2,851) | (2,279) |
| Net cash provided by operating activities | 22,375 | 41,478 |
| Cash Flows from Investing Activities: | | |
| Acquisitions, net of cash acquired | (4,635) | (715) |
| Additions to property, plant and equipment - acquisitions | (417) | (133) |
| - growth | (8,257) | (6,410) |
| - maintenance | (25,368) | (29,427) |
| Payment for capital related to divestiture | (618) | — |
| Payments on landfill operating lease contracts | (3,298) | (3,314) |
| Proceeds from sale of property and equipment | 557 | 1,170 |
| Investments in unconsolidated entities | (1,000) | (935) |
| Net cash used in investing activities | (43,036) | (39,764) |
| Cash Flows from Financing Activities: | | |
| Proceeds from long-term borrowings | 236,177 | 82,100 |
| Principal payments on long-term debt | (227,028) | (82,146) |
| Change in restricted cash | (23,579) | — |
| Payment of tender premium and costs on second lien notes | (6,745) | — |
| Payments of financing costs | (4,329) | (184) |
| Net proceeds from the sale of Class A common stock | 42,149 | — |
| Proceeds from exercise of share based awards | — | 176 |
| Excess tax benefit on the vesting of share based awards | 188 | 219 |
| Contributions from noncontrolling interest holder | 1,195 | — |
| Net cash provided by financing activities | 18,028 | 165 |
| Discontinued Operations: | | |
| Net cash provided by operating activities | — | 725 |
| Net cash provided by discontinued operations | — | 725 |
| Net (decrease) increase in cash and cash equivalents | (2,633) | 2,604 |
| Cash and cash equivalents, beginning of period | 4,534 | 1,817 |
| Cash and cash equivalents, end of period | $ 1,901 | $ 4,421 |

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

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

| | Six Months Ended October 31, | |
|---|---|---|
| | 2012 | 2011 |
| Supplemental Disclosures of Cash Flow Information: | | |
| Cash paid during the period for - | | |
| Interest | $22,578 | $20,531 |
| Income taxes, net of refunds | $ 71 | $ 5,281 |
| Supplemental Disclosures of Non-Cash Investing and Financing Activities: | | |
| Summary of entities acquired in purchase business combinations - | | |
| Fair value of net assets acquired | $ 4,761 | $ 744 |
| Cash paid, net | $ 4,635 | $ 715 |
| Liabilities assumed and holdbacks to sellers | $ 126 | $ 29 |
| Equipment contributed by noncontrolling interest holder | $ — | $ 1,270 |

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

## 1. BASIS OF PRESENTATION

The accompanying unaudited consolidated financial statements include the accounts of Casella Waste Systems, Inc. (the "Parent") and its wholly-owned subsidiaries and an entity in which it has a controlling financial interest (collectively, "we", "us" or "our"). For the consolidated subsidiary that is less than wholly owned, the third-party holding of equity interest is referred to as a noncontrolling interest. The portion of net income (loss) attributable to the noncontrolling interest holder of this subsidiary is presented as net income (loss) attributable to noncontrolling interest in the unaudited consolidated statements of operations and the portion of comprehensive income (loss) attributable to the noncontrolling interest holder of this subsidiary is presented as comprehensive income (loss) attributable to noncontrolling interest in the unaudited consolidated statements of comprehensive loss. The portion of stockholders' equity of this subsidiary attributable to the noncontrolling interest holder is presented as noncontrolling interest in the unaudited consolidated balance sheets and the unaudited consolidated statement of stockholders' equity.

We are a regional, integrated solid waste services company that provides collection, transfer, disposal, landfill, landfill gas-to-energy, recycling and organics services in the northeastern United States. We market recyclable metals, aluminum, plastics, paper and corrugated cardboard, which have been processed at our recycling facilities, as well as recyclables purchased from third parties. We also generate and sell electricity under a contract at a waste-to-energy facility, Maine Energy Recovery Company LP ("Maine Energy"). We closed on the sale of Maine Energy to the City of Biddeford, Maine on November 30, 2012. See Note 12 for further disclosure on the sale. We manage our solid waste operations on a geographic basis through two regional operating segments, the Eastern and Western regions, each of which includes a full range of solid waste services, and our larger-scale recycling and commodity brokerage operations through our Recycling segment. Ancillary operations, major customer accounts, discontinued operations and earnings through equity method investees are included in our Other segment.

The consolidated financial statements as of October 31, 2012 and for the three and six months ended October 31, 2012 and 2011 are unaudited. These unaudited consolidated financial statements have been prepared pursuant to the rules and regulations of the Securities and Exchange Commission (the "SEC") and in the opinion of management, include all adjustments, which include normal recurring and nonrecurring adjustments, necessary for a fair presentation of the financial position, results of operations, and cash flows for the periods presented. The results for the three and six months ended October 31, 2012 may not be indicative of the results that may be expected for any other interim period or the fiscal year ending April 30, 2013. The unaudited consolidated financial statements presented herein should be read in conjunction with our audited consolidated financial statements included in our Annual Report on Form 10-K for the year ended April 30, 2012.

The preparation of our unaudited consolidated financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the unaudited consolidated financial statements and the reported amounts of revenues and expenses during the reporting periods. Our significant accounting policies are more fully discussed in Item 8 of our Annual Report on Form 10-K for the year ended April 30, 2012, which was filed with the the SEC on June 28, 2012.

Certain reclassifications have been made to previously reported amounts. These reclassifications had no effect on the previously reported consolidated financial position, results of operations or retained earnings.

We consider events or transactions that have occurred after the unaudited consolidated balance sheet date of October 31, 2012, but prior to the filing of the unaudited consolidated financial statements with the SEC on this Form 10-Q. We have evaluated subsequent events through the date of the filing of this Quarterly Report on Form 10-Q with the SEC.

### Adoption of New Accounting Pronouncements

*Other Comprehensive Income*

In June 2011, the Financial Accounting Standards Board (the "FASB") issued an accounting standards update for the presentation of comprehensive income. This guidance requires the presentation of comprehensive income, the components of net income and the components of other comprehensive income either in a single continuous statement of comprehensive income or in two separate but consecutive statements. The updated standard also requires presentation of adjustments for items that are reclassified from other comprehensive income to net income in the statement where the components of net income and the components of other comprehensive income are presented. The FASB deferred certain portions of the accounting standard update related to presentation of reclassification adjustments from other comprehensive income to net income. This guidance, except for the deferred portion noted above, is effective for fiscal years, and interim periods within those years, beginning after December 15, 2011 with early adoption permitted. We adopted this guidance effective May 1, 2012. It only impacts the presentation of our financial statements and does not impact our consolidated financial position or results of operations.

**New Accounting Pronouncements Pending Adoption**

*Indefinite-Lived Intangible Assets Impairment Test*

In July 2012, the FASB issued an accounting standards update on indefinite-lived intangible assets impairment testing. This guidance permits an entity to first assess qualitative factors to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying amount as a basis for determining whether it is necessary to perform the quantitative impairment test. If after assessing the totality of events or circumstances, we determine that it is not more likely than not that an indefinite-lived intangible asset is impaired, then we will not need to perform the quantitative impairment test in accordance with Accounting Standards Codification ("ASC") 350-30. This guidance is effective for annual and interim indefinite-lived assets impairment tests performed for fiscal years beginning after September 15, 2012 with early adoption permitted, and we expect that it will have no impact on our consolidated financial position or results of operations.

*Disclosures About Offsetting Assets and Liabilities*

In December 2011, the FASB issued an accounting standards update regarding the disclosure of offsetting assets and liabilities in financial statements. This guidance requires an entity to disclose both gross information and net information about both instruments and transactions eligible for offset in the statement of financial position and instruments and transactions subject to an agreement similar to a master netting arrangement. The objective of this disclosure is to facilitate comparison between those entities that prepare their financial statements on the basis of generally accepted accounting principles in the United States and those entities that prepare their financial statements on the basis of International Financial Reporting Standards. This guidance is effective for annual reporting periods beginning on or after January 1, 2013, and interim periods within those annual periods, and it will only impact the presentation of our financial statements and will not impact our consolidated financial position or results of operations.

## 2. BUSINESS ACQUISITIONS

During the six months ended October 31, 2012, we acquired two solid waste hauling operations in the Western region for total consideration of $4,761, including $4,285 in cash and $476 in holdbacks to the sellers. During the six months ended October 31, 2011, we acquired three solid waste hauling operations and completed the acquisition of the McKean County landfill business in Pennsylvania, by acquiring additional equipment not included in the original transaction, for total consideration of $744, including $715 in cash and $29 in holdbacks to the sellers. The operating results of these businesses are included in the accompanying unaudited consolidated statements of operations from the dates of acquisition, and the purchase prices have been allocated to the net assets acquired based on fair values at the dates of acquisition, with the residual amounts recorded as goodwill. Acquired intangible assets other than goodwill that are subject to amortization include client lists and non-compete covenants. These are amortized over a five to ten year period from the date of acquisition. All amounts recorded as goodwill are expected to be deductible for tax purposes. The purchase price allocated to net assets acquired and the residual amount allocated to goodwill during the six months ended October 31, 2012 and 2011 are as follows:

| | October 31, | |
|---|---|---|
| | 2012 | 2011 |
| Equipment | $2,349 | $319 |
| Goodwill | 1,016 | 125 |
| Intangible assets | 1,486 | 308 |
| Current liabilities | (90) | (8) |
| Total | $4,761 | $744 |

The following unaudited pro forma combined financial information shows the results of our operations for the three and six months ended October 31, 2012 and 2011 as though each of the acquisitions made in the six months ended October 31, 2012 and the twelve months ended April 30, 2012 had occurred as of May 1, 2011.

| | Three Months Ended October 31, | | Six Months Ended October 31, | |
|---|---|---|---|---|
| | 2012 | 2011 | 2012 | 2011 |
| Revenue | $120,457 | $130,889 | $241,835 | $259,159 |
| Operating income | $ 4,380 | $ 11,673 | $ 10,140 | $ 21,986 |
| Net loss attributable to common stockholders | $ (20,981) | $ (819) | $ (29,374) | $ (3,931) |
| Basic and diluted loss per common share attributable to common stockholders | $ (0.68) | $ (0.03) | $ (1.02) | $ (0.15) |
| Basic and diluted weighted average shares outstanding | 30,872 | 26,759 | 28,932 | 26,661 |

The 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 May 1, 2011 or the results of our future operations. Furthermore, the pro forma results do not give effect to all cost savings or incremental costs that may occur as a result of the integration and consolidation of the completed acquisitions.

## 3. GOODWILL AND INTANGIBLE ASSETS

The following table shows the activity and balances related to goodwill from April 30, 2012 through October 31, 2012:

| | April 30, 2012 | Acquisitions | October 31, 2012 |
|---|---|---|---|
| Eastern region | $ 58 | $ — | $ 58 |
| Western region | 89,458 | 1,016 | 90,474 |
| Recycling | 12,190 | — | 12,190 |
| Total | $ 101,706 | $ 1,016 | $ 102,722 |

Intangible assets as of October 31, 2012 and April 30, 2012 consist of the following:

| | Covenants Not to Compete | Client Lists | Total |
|---|---|---|---|
| Balance, October 31, 2012 | | | |
| Intangible assets | $ 16,029 | $ 4,309 | $ 20,338 |
| Less accumulated amortization | (14,533) | (1,588) | (16,121) |
| | $ 1,496 | $ 2,721 | $ 4,217 |
| Balance, April 30, 2012 | | | |
| Intangible assets | $ 15,601 | $ 3,093 | $ 18,694 |
| Less accumulated amortization | (14,324) | (1,400) | (15,724) |
| | $ 1,277 | $ 1,693 | $ 2,970 |

Intangible amortization expense for the three and six months ended October 31, 2012 and 2011 was $207, $151, $397 and $304, respectively. The intangible amortization expense estimated for the five fiscal years following fiscal year 2012 and thereafter is as follows:

| 2013 | 2014 | 2015 | 2016 | 2017 | Thereafter |
|---|---|---|---|---|---|
| $ 889 | $784 | $734 | $554 | $449 | $1,204 |

## 4. ACCRUED CAPPING, CLOSURE AND POST CLOSURE

Accrued capping, closure and post-closure costs include the current and non-current portion of costs associated with obligations for closure and post-closure of our landfills. We estimate our future capping, closure and post-closure costs in order to determine the capping, closure and post-closure expense per ton of waste placed into each landfill. The anticipated timeframe 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. The changes to accrued capping, closure and post-closure liabilities for the six months ended October 31, 2012 and 2011 are as follows:

| | Six Months Ended October 31, 2012 | Six Months Ended October 31, 2011 |
|---|---|---|
| Beginning balance | $ 39,629 | $ 36,407 |
| Obligations incurred | 1,960 | 1,417 |
| Accretion expense | 1,789 | 1,671 |
| Payments | (2,089) | (648) |
| Ending balance | $ 41,289 | $ 38,847 |

## 5. LONG-TERM DEBT AND CAPITAL LEASES

**Amendment and Refinancing Transactions**

On September 20, 2012, we entered into a second amendment to and consent under our senior secured first lien credit facility (the “Senior Credit Facility”). The amendment provided that we could use up to $50,000 of the senior secured revolving credit facility (the “2011 Revolver”) proceeds under the Senior Credit Facility to redeem our $180,000 11% senior second lien notes due 2014 (the “Second Lien Notes”) and to pay for any interest, fees, premium or other amounts in connection with the refinancing of the Second Lien Notes, subject to the terms and conditions to such use, as described in the amendment. The amendment also contains additional modifications, including increasing the allowed amount of senior subordinated debt from $350,000 to $450,000, adjusting the definition of bank-defined cash flow by allowing for certain add backs, adjusting the definition of consolidated total interest expense by allowing for an exclusion of non-cash interest expense associated with interest rate derivatives, and providing for adjustments to the financial covenants, which become more restrictive over the term of the Senior Credit Facility.

On September 24, 2012, we initiated a cash tender offer and consent solicitation for our Second Lien Notes (the “Tender Offer”). On October 9, 2012, we repurchased $107,318 in aggregate principal amount of our then outstanding Second Lien Notes through the Tender Offer, leaving $72,682 in aggregate principal amount of Second Lien Notes outstanding as of October 31, 2012. Holders who tendered the Second Lien Notes prior to the early tender date received $1,060 for each $1,000 in principal amount of Second Lien Notes repurchased, which included a consent payment of $30 per $1,000 in principal amount of Second Lien Notes, plus accrued and unpaid interest to, but not including the early tender offer settlement date. On November 8, 2012, we repurchased the remaining $72,682 in aggregate principal amount of our then outstanding Second Lien Notes. The remaining holders who tendered the Second Lien Notes received $1,055 for each $1,000 in principal amount of Second Lien Notes repurchased, plus accrued and unpaid interest to, but not including the redemption date.

On October 9 2012, we completed the offering of an additional $125,000 of 7.75% senior subordinated notes (the “2019 Notes”), which will mature on February 15, 2019. The 2019 Notes were issued at a discount of $1,863, which is amortized to interest expense over the life of the 2019 Notes, with interest payable semiannually in arrears on February 15 and August 15 of each year, commencing February 15, 2013. The net proceeds from the offering of additional 2019 Notes were used to redeem the early tender of our Second Lien Notes and, together with $50,000 of 2011 Revolver borrowings, $42,149 of net equity proceeds from the offering and sale of Class A common stock discussed in Note 7 and other available funds, our remaining Second Lien Notes and to pay related transaction costs. As of October 31, 2012, $23,579 of net proceeds from the offering of additional 2019 Notes were included in restricted cash to refinance the remaining Second Lien Notes.

The 2011 Revolver, as amended, is subject to customary affirmative, negative and financial covenants. As of October 31, 2012, these covenants restrict fiscal year capital expenditures to 1.5 times our consolidated depreciation expenses, depletion expenses and landfill amortization expenses, set a minimum interest coverage ratio of 2.00, a maximum consolidated total funded debt to consolidated EBITDA ratio of 5.75 and a maximum senior funded debt to consolidated EBITDA ratio of 2.75. In addition to the financial covenants described above, the 2011 Revolver, as amended, also contains a number of important negative covenants which restrict, among other things, our ability to sell assets, pay dividends, invest in non-wholly owned entities, repurchase stock, incur debt, grant liens and issue preferred stock. As of October 31, 2012, we were in compliance with all covenants under the indenture governing our Senior Credit Facility and we do not believe that these restrictions impact our ability to meet future liquidity needs except that they may impact our ability to increase our investments in non-wholly owned entities, including the joint ventures to which we are already party to.

**Loss on Debt Extinguishment**

In the three and six months ended October 31, 2012, we recorded a charge of $9,670 as a loss on debt extinguishment related to the refinancing of our Second Lien Notes. The loss on debt extinguishment consisted of a $1,667 non-cash write off of deferred financing costs, a $1,258 non-cash write off of the unamortized original issue discount and a $6,745 loss associated with the tender premium and other tender fees associated with the portion of the Second Lien Notes extinguished.

**Long Term Debt and Capital Leases**

Long-term debt and capital leases as of October 31, 2012 and April 30, 2012 consist of the following:

| | October 31, 2012 | April 30, 2012 |
|---|---|---|
| Senior subordinated notes due February 15, 2019, 7.75%, interest payable semiannually, unsecured and unconditionally guaranteed (including unamortized discount of $1,849 and $0) | $323,151 | $200,000 |
| Senior second lien notes, due July 15, 2014 and redeemed on November 8, 2012, 11.00%, interest payable semiannually, secured by second priority lien on substantially all of our assets (including unamortized discount of $826 and $3,536) | 71,856 | 177,428 |
| Senior secured revolving credit facility, which provides for advances or letters of credit of up to $227,500, due March 18, 2016, bearing interest at LIBOR plus 3.75%, (approximately 3.96% at October 31, 2012 based on one month LIBOR), secured by substantially all of our assets | 63,930 | 69,600 |
| Finance Authority of Maine Solid Waste Disposal Revenue Bonds Series 2005R-1 due January 1, 2025, dated December 1, 2005, bearing interest at BMA Index (approximately 0.26% at October 31, 2012) enhanced by an irrevocable, transferable direct-pay letter of credit (3.875% at October 31, 2012) | 3,600 | 3,600 |
| Finance authority of Maine Solid Waste Disposal Revenue Bonds Series 2005R-2 due January 1, 2025, dated February 1, 2012, bearing interest at 6.25% through January 31, 2017, unsecured and guaranteed by our significant wholly-owned subsidiaires | 21,400 | 21,400 |
| Notes payable in connection with businesses acquired, bearing interest at rates of 2.49% - 6.50%, due in monthly or annual installments varying to $575, maturing May 2013 through April 2017 | 1,534 | 2,033 |
| Capital leases for facilities and equipment, bearing interest rates of 4.50% - 4.72%, due in monthly installments varying to $78, expiring April 2013 through January 2015 | 375 | 548 |
| | 485,846 | 474,609 |
| Less—current maturities | 73,795 | 1,228 |
| | $412,051 | $473,381 |

6. **CONTINGENCIES**

(a) Legal Proceedings

In the ordinary course of our business and as a 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 alleging environmental damage or violations of the permits and licenses pursuant to which we operate. In addition, we have been 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 the waste management business.

In accordance with ASC 450-20, we accrue for legal proceedings when losses become probable and reasonably estimable. 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 ASC 450-20-25-2. In instances where we determine that a loss is probable and we can reasonably estimate a range of losses 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 ASC 450-20-25-3. As of October 31, 2012, there were no accruals established related to our outstanding legal proceedings.

We offer no prediction of the outcome of any of the proceedings or negotiations described below. We are vigorously defending each of the unresolved lawsuits and claims described below. However, litigation is subject to inherent uncertainty and there can be no guarantee we will prevail or that any judgments against us, if sustained on appeal, will not have a material adverse effect on our business, financial condition, results of operations or cash flows.

*Penobscot Energy Recovery Company Matter*

On May 31, 2011, we received formal written notice from the Penobscot Energy Recovery Company (“PERC”) submitting to arbitration what it alleges is a disputed invoice in the amount of approximately $3,195 dated March 2, 2011. PERC contended that Pine Tree Waste, Inc., our subsidiary, failed since 2001 to honor a “put-or-pay” waste disposal arrangement. Arbitration of this matter was initiated, but in January 2012 a global settlement was reached in principle and memorialized in a letter of intent dated February 1, 2012, which documented the final terms of the settlement and dismissal of the arbitration action. The final global settlement documents were executed effective October 1, 2012. Pursuant to the terms of the settlement, we will not be required to make a cash payout. We anticipate that there may be nonmaterial incremental operational expenses that arise from implementing the terms of the settlement with regard to waste deliveries.

*New York State Tax Litigation Matter*

On January 18, 2011, certain of our subsidiaries doing business in New York State received a Notice of Deficiency (the “Notices”) from the New York State Department of Taxation and Finance asserting liability for corporation franchise tax for one or more of the tax years ended April 30, 2004 through April 30, 2006. The Notices, in the aggregate, assert liability of $3,852, comprising $2,220 of tax and $1,632 of penalties and interest. New York State has alleged that we are not permitted to file a single combined corporation franchise tax return with our subsidiaries for each of the years audited.

We filed Petitions for Redetermination (“Petitions”) with the State of New York Division of Tax Appeals on April 13-14, 2011, and an administrative hearing before a single tax tribunal administrative law judge on all Petitions that was scheduled for December 12, 2012 has been rescheduled to April 18-19, 2013. We expect to aggressively defend against this claim through the administrative adjudication and appeals process and the courts, if necessary. Under ASC 740, we believe our position will more likely than not be successful in contesting the deficiencies and consequently, we have not established any reserve for this matter.

(b) Environmental Liability

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 a result of the contamination of drinking water sources or soil, possibly including damage resulting from conditions existing 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.

On December 20, 2000, the State of New York Department of Environmental Conservation ("DEC") issued an Order on Consent ("Order") which named Waste-Stream, Inc. ("WSI"), our subsidiary, General Motors Corporation ("GM") and Niagara Mohawk Power Corporation ("NiMo") as Respondents. The Order required that the Respondents undertake certain work on a 25-acre scrap yard and solid waste transfer station owned by WSI, including the preparation of a Remedial Investigation and Feasibility Study (the "Study"). A draft of the Study was submitted to DEC in January 2009 (followed by a final report in May 2009). The Study estimated that the undiscounted costs associated with implementing the preferred remedies will be approximately $10,219 and it is unlikely that any costs relating to onsite remediation will be incurred until fiscal year 2014. On February 28, 2011, the DEC issued a Proposal Remedial Action Plan for the site and accepted public comments on the proposed remedy through March 29, 2011. We submitted comments to the DEC on this matter. In April 2011, the DEC issued the final Record of Decision ("ROD") for the site. The ROD was subsequently rescinded by the DEC for failure to respond to all submitted comments. The preliminary ROD, however, estimated that the present cost associated with implementing the preferred remedies would be approximately $12,130. The DEC issued the final ROD in June 2011 with proposed remedies consistent with its earlier ROD. A new Order on Consent and Administrative Settlement naming WSI and NiMo as Respondents was received by us on November 13, 2012, requiring that we enter into a Consent Order with DEC within 60 days and mandating implementation of the ROD.

WSI is jointly and severally liable for the total cost to remediate and we initially expected to be responsible for approximately 30% upon implementation of a cost-sharing agreement with NiMo and GM. Based on these estimates, we recorded an environmental remediation charge of $2,823 in the third quarter of fiscal year 2009. In the fourth quarter of fiscal year 2009, we recognized an additional charge of $1,532, representing an additional 15% of the estimated costs, in recognition of the deteriorating financial condition and eventual bankruptcy filing of GM. In the fourth quarter of fiscal year 2010, we recognized an additional charge of $335 based on changes in the expected timing of cash outflows. Based on the estimated costs in the ROD, and changes in the estimated timing of cash flows, we recorded an environmental remediation charge of $549 in the fourth quarter of fiscal year 2011. Such charges could be significantly higher if costs exceed estimates. We inflate these estimated costs in current dollars until the expected time of payment and discount the cost to present value using a risk free interest rate (2.70%). At October 31, 2012 and April 30, 2012, we have recorded liabilities of $5,279 and $5,210, respectively, including the recognition of $34, $34, $69, and $69 of accretion expense in the three and six months ended October 31, 2012 and 2011, respectively.

In September 2011, the DEC settled its environmental claim against the estate of the former GM (known as the "Motors Liquidation Trust") for future remediation costs relating to the WSI site for face value of $3,000. In addition, in November 2011 we settled our own claim against the Motors Liquidation Trust for face value of $100. These claims will be paid by GM in warrants to obtain stock of the reorganized GM. We expect the warrants to be issued in fiscal year 2013. We have not assumed that the payment of these claims will reduce our exposure.

## 7. STOCKHOLDERS' EQUITY

(a) Stock Issuance

On October 3, 2012, as a part of a registered public offering we sold 11,500 shares of Class A common stock with a par value of $0.01 per share at an average price of $4.00 per share. The net proceeds received from the registered public offering, after deducting underwriting discounts, commissions and offering expenses, were $42,149 and were used to refinance our Second Lien Notes.

(b) Stock Incentive Plans

In May 2012, we granted an equal number of restricted stock units and performance stock units under the 2006 Stock Incentive Plan (the "2006 Plan") to certain employees. The vesting of the performance stock units is based on our attainment of targeted annual returns on net assets in fiscal year 2015 and the vesting of the restricted stock units is based on continued employment over a three year period beginning on the grant date. As of October 31, 2012, the performance stock units included in the May 2012 grant could result in the issuance of up to 587 shares of Class A common stock based on the attainment of a targeted maximum annual return on net assets in fiscal year 2015 and the restricted stock units could result in the issuance of an aggregate of up to 293 shares of Class A common stock based on continued employment over the remainder of the three year service period. The performance stock units and the restricted stock units were granted at a grant date fair value of $5.17 per share.

As of October 31, 2012, there were 1,399 Class A common stock equivalents available for future grant under the 2006 Plan, inclusive of additional Class A common stock equivalents which were previously issued under our terminated plans but which have become available for grant because such awards expired or otherwise resulted in shares not being issued.

Stock options granted generally vest over a one to four year period from the date of grant and are granted at prices equal to the prevailing fair market value at the issue date. In general, stock options are issued with a life not to exceed ten years. Shares issued by us upon exercise of stock options are issued from the pool of authorized shares of Class A common stock.

A summary of stock option activity for the six months ended October 31, 2012 is as follows:

| | Stock Options | Weighted Average Exercise Price |
|---|---|---|
| Outstanding, April 30, 2012 | 1,661 | $ 10.55 |
| Granted | — | $ — |
| Exercised | — | $ — |
| Forfeited | (538) | $ 11.28 |
| Outstanding, October 31, 2012 | 1,123 | $ 10.21 |
| Exercisable, October 31, 2012 | 1,032 | $ 10.75 |

A summary of restricted stock, restricted stock unit and performance stock unit activity for the six months ended October 31, 2012 is as follows:

| | Restricted Stock / Restricted Stock Units | Weighted Average Grant Price | Performance Stock Units (1) | Weighted Average Grant Price |
|---|---|---|---|---|
| Outstanding, April 30, 2012 | 784 | $ 4.47 | 596 | $ 4.96 |
| Granted | 415 | $ 5.02 | 316 | $ 5.17 |
| Class A Common Stock Vested | (427) | $ 3.90 | — | $ — |
| Forfeited | (62) | $ 4.80 | (69) | $ 5.07 |
| Outstanding, October 31, 2012 | 710 | $ 5.10 | 843 | $ 5.03 |

(1) Performance stock units are included at the 100% attainment level. Attainment of maximum annual returns on net assets could result in the issuance of an additional 486 shares of Class A common stock.

We recorded $614, $695, $1,254 and $1,313 of stock-based compensation expense related to stock options, performance stock units, restricted stock units and restricted stock, respectively, during the three and six months ended October 31, 2012 and 2011. We also recorded $17, $22, $52 and $53 of stock-based compensation expense related to our Employee Stock Purchase Plan during the three and six months ended October 31, 2012 and 2011, respectively.

Stock-based compensation expense is included in general and administration expenses in the unaudited consolidated statements of operations. The unrecognized stock-based compensation expense at October 31, 2012 related to unvested stock options, restricted stock and restricted stock units was $2,790, to be recognized over a weighted average period of 1.81 years. Maximum unrecognized stock-based compensation expense at October 31, 2012 related to outstanding performance stock units, and subject to the attainment of targeted maximum annual returns on net assets, was $5,546, to be recognized over a weighted average period of 1.63 years. The unrecognized stock-based compensation expense that we expect to recognize as of October 31, 2012 related to outstanding performance stock units based on our expected attainment levels was $999.

Our calculations of stock-based compensation expense associated with stock options and our Employee Stock Purchase Plan for the three and six months ended October 31, 2012 and 2011 were made using the Black-Scholes valuation model. For the three and six months ended October 31, 2012 and 2011, respectively, we did not grant any stock options. The fair value of shares to be purchased under our Employee Stock Purchase Plan were estimated assuming no expected dividend yield using the following weighted average assumptions for the three and six months ended October 31, 2012 and 2011:

| | Three Months Ended October 31, | | Six Months Ended October 31, | |
|---|---|---|---|---|
| | 2012 | 2011 | 2012 | 2011 |
| Employee Stock Purchase Plan: | | | | |
| Expected life | 0.5 years | 0.5 years | 0.5 years | 0.5 years |
| Risk-free interest rate | 0.15% | 0.10% | 0.15% | 0.10% |
| Expected volatility | 38.15% | 47.79% | 38.15% | 47.79% |

Expected life is calculated based on the weighted average historical life of the vested stock options, giving consideration to vesting schedules and historical exercise patterns. Risk-free interest rate is based on the U.S. treasury yield curve for the period of the expected life of the stock option. Expected volatility is calculated using the average of weekly historical volatility of our Class A Common Stock over the expected life.

The Black-Scholes valuation model requires extensive use of accounting judgment and financial estimation, including estimates of the expected term option holders will retain their vested stock options before exercising them, the estimated volatility of our Class A common stock price over the expected term, and the number of stock options that will be forfeited prior to the completion of their vesting requirements. 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 unaudited consolidated statements of operations.

## 8. EARNINGS PER SHARE

The following table sets forth the numerator and denominator used in the computation of basic and diluted earnings per share ("EPS"):

| | Three Months Ended October 31, | | Six Months Ended October 31, | |
|---|---|---|---|---|
| | 2012 | 2011 | 2012 | 2011 |
| Numerator: | | | | |
| Loss from continuing operations before discontinued operations attributable to common stockholders | $(20,967) | $ (844) | $(29,338) | $ (4,551) |
| Denominator: | | | | |
| Number of shares outstanding, end of period: | | | | |
| Class A common stock | 37,950 | 25,949 | 37,950 | 25,949 |
| Class B common stock | 988 | 988 | 988 | 988 |
| Unvested restricted stock | (134) | (128) | (134) | (128) |
| Effect of weighted average shares outstanding during period | (7,932) | (50) | (9,872) | (148) |
| Weighted average number of common shares used in basic and diluted EPS | 30,872 | 26,759 | 28,932 | 26,661 |

For the three and six months ended October 31, 2012 and 2011, 2,126 and 3,099 shares, respectively, of potential common stock related to restricted stock, restricted stock units, performance stock units, and stock options were excluded from the calculation of dilutive shares since we experienced a loss from continuing operations in each fiscal year period and the inclusion of potential shares would be anti-dilutive.

## 9. 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 which we believe market participants would use in pricing an asset or a liability.

Our financial instruments include cash and cash equivalents, trade receivables, restricted trust and escrow accounts, commodity and interest rate derivatives, trade payables and long-term debt. The carrying values of cash and cash equivalents, trade receivables and trade payables approximate their respective fair values. At October 31, 2012, the fair value of our fixed rate debt, including the Second Lien Notes, the 2019 Notes and the Finance Authority of Maine Solid Waste Disposal Revenue Bonds Series 2005R-2 due January 1, 2025 (the "Converted Bonds") was approximately $415,233 and the carrying value was $416,407. The fair value of these debt instruments is considered to be Level 1 within the fair value hierarchy as their fair values are based off of quoted market prices in active markets. As of October 31, 2012, the fair value of the 2011 Revolver approximated its carrying value of $63,930 based on current borrowing rates for similar types of borrowing arrangements.

As of October 31, 2012 our assets and liabilities that are measured at fair value on a recurring basis included the following:

| | Fair Value Measurement at October 31, 2012 Using: | | |
|---|---|---|---|
| | Quoted Prices in Active Markets for Identical Assets (Level 1) | Significant Other Observable Inputs (Level 2) | Significant Unobservable Inputs (Level 3) |
| Assets: | | | |
| Restricted assets | $ 521 | $ — | $ — |
| Liabilities: | | | |
| Interest rate derivatives | $ — | $ 3,896 | $ — |

As of April 30, 2012 our assets and liabilities that are measured at fair value on a recurring basis included the following:

| | Fair Value Measurement at April 30, 2012 Using: | | |
|---|---|---|---|
| | Quoted Prices in Active Markets for Identical Assets (Level 1) | Significant Other Observable Inputs (Level 2) | Significant Unobservable Inputs (Level 3) |
| Assets: | | | |
| Restricted assets | $ 424 | $ — | $ — |
| Liabilities: | | | |
| Interest rate derivatives | $ — | $ 2,369 | $ — |

Our strategy to hedge against fluctuations in variable interest rates involves entering into interest rate derivative agreements to hedge against adverse movements in interest rates. In fiscal year 2012, we entered into two forward starting interest rate derivative agreements to hedge the interest rate risk associated with the forecasted financing transaction to redeem our Second Lien Notes effective January 15, 2013. The total notional amount of these agreements is $150,000 and require us to receive interest based on changes in the London Interbank Offered Rate index and pay interest at a rate of approximately 1.40%. The agreements mature on March 15, 2016.

For interest rate derivatives deemed to be effective cash flow hedges, the change in fair value is recorded in our stockholders' equity as a component of accumulated other comprehensive loss and included in interest expense at the same time as interest expense is affected by the hedged transaction. Differences paid or received over the life of the agreements are recorded as additions to or reductions of interest expense of the underlying debt. For interest rate derivatives deemed to be ineffective cash flow hedges, the change in fair value is recorded through earnings and included in loss on derivative instruments.

We dedesignated both of the $75,000 forward starting interest rate derivative agreements and discontinued hedge accounting in accordance with ASC 815-30 in the three months ended October 31, 2012 because the interest payments associated with the forecasted financing transaction were no longer deemed probable due to the redemption of our Second Lien Notes as discussed in Note 5. We recognized a $3,626 loss, reclassified from accumulated other comprehensive loss, as a loss on derivative instruments in the three and six months ended October 31, 2012.

The fair values of the interest rate derivatives are obtained from third-party counter-parties and adjusted based on the credit risk of our counter-parties and us. We recognize all derivatives on the balance sheet at fair value.

### 10. DEVELOPMENT PROJECT CHARGE

In the three months ended October 31, 2011, we recorded a charge of $131 for deferred costs associated with certain development projects no longer deemed viable. As of October 31, 2012 and April 30, 2012, we had $1,460 and $1,163 of deferred costs associated with development projects included in other non-current assets within our unaudited consolidated balance sheets.

### 11. SEVERANCE AND REORGANIZATION

On August 8, 2012, we realigned our operations in order to streamline functions and improve our cost structure. Through the reorganization we have enhanced certain aspects of the sales function to better facilitate customer service and retention, pricing growth, and support of strategic growth initiatives; better aligned transportation, route management and maintenance functions at the local level; and reduced corporate overhead and staff to match organizational needs and reduce costs. We recorded a one-time severance and reorganization charge of $1,793 in the three and six months ended October 31, 2012.

### 12. DIVESTITURE AND DISCONTINUED OPERATIONS

*Maine Energy Divestiture*

On August 1, 2012, we executed a purchase and sale agreement with the City of Biddeford, Maine pursuant to which we agreed to sell the real and personal property of Maine Energy, which resides in our Eastern region, to the City of Biddeford, subject to satisfaction of conditions precedent and closing. We agreed to sell Maine Energy for undiscounted purchase consideration of $6,650, which shall be paid in installments over the next 21 years, subject to the terms of the purchase and sale agreement. The transaction closed on November 30, 2012 and we waved certain conditions precedent not satisfied at that time. Post closing, we are entitled to continue operations of Maine Energy for our benefit and obligated to begin work to decommission the facility in accordance with the provisions of the agreement within a period not to exceed six months after the closing date. Following the decommissioning of Maine Energy, it is our responsibility to demolish the facility, at our cost, within twelve months of the closing date and in accordance with the terms of the purchase and sale agreement.

*Discontinued Operations*

On January 23, 2011, we entered into a purchase and sale agreement and related agreements to sell non-integrated recycling assets and select intellectual property assets to a new company (the “Purchaser”) formed by Pegasus Capital Advisors, L.P. and Intersection LLC for $130,400 in gross proceeds. Pursuant to these agreements, we divested non-integrated recycling assets located outside our core operating regions of New York, Massachusetts, Vermont, New Hampshire, Maine and northern Pennsylvania, including 17 material recovery facilities (“MRFs”), one transfer station and certain related intellectual property assets. Following the transaction, we retained four integrated MRFs located in our core operating regions. As a part of the disposition, we also entered into a ten-year commodities marketing agreement with the Purchaser to market 100% of the tonnage from three of our remaining integrated MRFs.

We completed the transaction on March 1, 2011 for $134,195 in gross cash proceeds. This included an estimated $3,795 working capital and other purchase price adjustment, which was subject to further adjustment, as defined in the purchase and sale agreement. The final working capital adjustment, along with additional legal expenses related to the transaction, of $646 was recorded to gain on disposal of discontinued operations, net of income taxes in the first quarter of fiscal year 2012.

In the three months ended October 31, 2011, we recorded an additional working capital adjustment of $79 to gain (loss) on disposal of discontinued operations, net of income taxes, which related to our subsequent collection of receivable balances that were released to us for collection by the Purchaser.

### 13. SEGMENT REPORTING

We report selected information about 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. Revenues are derived mainly from collection, transfer, disposal, landfill, landfill-gas-to energy, recycling and organic services in the northeastern United States. The Eastern region also includes Maine Energy, which generates electricity from non-hazardous solid waste. On November 30, 2012, we closed on a purchase and sale agreement to sell our Maine Energy facility to the City of Biddeford, Maine, which will result in the cessation of operations at that facility for a period not to exceed six months after the closing date. Our revenues in the Recycling segment are derived from municipalities and customers in the form of processing fees, tipping fees and commodity sales. Ancillary operations, major customer accounts, discontinued operations, and earnings from equity method investees are included in our "Other" reportable segment.

**Three Months Ended October 31, 2012**

| Segment | Outside revenues | Inter-company revenue (1) | Depreciation and amortization | Operating income (loss) | Total assets |
|---|---|---|---|---|---|
| Eastern | $ 44,749 | $ 8,281 | $ 6,033 | $ (941) | $174,205 |
| Western | 55,346 | 18,020 | 7,123 | 7,111 | 355,234 |
| Recycling | 9,040 | (13) | 1,051 | (441) | 52,325 |
| Other | 11,200 | 491 | 425 | (1,355) | 87,711 |
| Eliminations | — | (26,779) | — | — | — |
| Total | $120,335 | $ — | $ 14,632 | $ 4,374 | $669,475 |

**Three Months Ended October 31, 2011**

| Segment | Outside revenues | Inter-company revenue (1) | Depreciation and amortization | Operating income (loss) | Total assets |
|---|---|---|---|---|---|
| Eastern | $ 45,190 | $ 9,543 | $ 6,069 | $ 672 | $216,113 |
| Western | 59,536 | 19,851 | 7,582 | 9,473 | 351,058 |
| Recycling | 13,819 | (59) | 932 | 2,096 | 58,319 |
| Other | 11,321 | 614 | 478 | (615) | 72,450 |
| Eliminations | — | (29,949) | — | — | — |
| Total | $129,866 | $ — | $ 15,061 | $ 11,626 | $697,940 |

**Six Months Ended October 31, 2012**

| Segment | Outside revenues | Inter-company revenue (1) | Depreciation and amortization | Operating income (loss) | Total assets |
|---|---|---|---|---|---|
| Eastern | $ 90,949 | $ 16,534 | $ 12,477 | $ (1,144) | $174,205 |
| Western | 108,713 | 35,476 | 13,900 | 13,494 | 355,234 |
| Recycling | 19,404 | (63) | 2,120 | (399) | 52,325 |
| Other | 22,463 | 1,266 | 891 | (1,826) | 87,711 |
| Eliminations | — | (53,213) | — | — | — |
| Total | $241,529 | $ — | $ 29,388 | $ 10,125 | $669,475 |

**Six Months Ended October 31, 2011**

| Segment | Outside revenues | Inter-company revenue (1) | Depreciation and amortization | Operating income (loss) | Total assets |
|---|---|---|---|---|---|
| Eastern | $ 89,950 | $ 19,293 | $ 12,029 | $ 887 | $216,113 |
| Western | 116,408 | 39,121 | 14,730 | 18,821 | 351,058 |
| Recycling | 26,723 | (104) | 1,861 | 4,344 | 58,319 |
| Other | 23,978 | 1,076 | 947 | (2,169) | 72,450 |
| Eliminations | — | (59,386) | — | — | — |
| Total | $257,059 | $ — | $ 29,567 | $ 21,883 | $697,940 |

1) Inter-company revenues reflect transactions with and between segments that are generally made on a basis intended to reflect the market value of such services.

Amounts of our total revenue attributable to services provided are as follows:

| | Three and Six Month Ended October 31, | | | |
|---|---|---|---|---|
| | 2012 | 2011 | 2012 | 2011 |
| Collection | $ 53,104 | $ 54,764 | $106,147 | $108,390 |
| Disposal | 32,382 | 34,254 | 63,349 | 66,426 |
| Power generation | 2,793 | 3,190 | 5,456 | 6,233 |
| Organics and processing | 13,795 | 13,992 | 28,427 | 28,730 |
| Solid waste operations | 102,074 | 106,200 | 203,379 | 209,779 |
| Major accounts | 9,221 | 9,847 | 18,746 | 20,557 |
| Recycling | 9,040 | 13,819 | 19,404 | 26,723 |
| Total revenues | $120,335 | $129,866 | $241,529 | $257,059 |

We have revised our table of revenue by source to more closely align the types of revenue generated by our operating segments. Amounts for the three and six months ended October 31, 2011 have been revised to conform to this presentation.

## 14. INVESTMENTS IN UNCONSOLIDATED ENTITIES

Equity Method Investments

*GreenFiber.* We entered into a joint venture agreement in July 2000 with Louisiana-Pacific Corporation ("LP") to combine our respective cellulose insulation businesses into a single operating entity, US GreenFiber LLC ("GreenFiber"). We account for our 50% membership interest in GreenFiber using the equity method of accounting.

In April 2011, we issued a guaranty in support of GreenFiber's amended and restated loan and security agreement. The guaranty can be drawn on upon an event of default and remains in place through December 1, 2014, the extended term of GreenFiber's modified and restated loan and security agreement. Our guaranty associated with the credit facility is $2,200 as of October 31, 2012. The fair value of our guaranty as of October 31, 2012, which is recorded in other long-term liabilities, is $264.

In May 2012, we and LP made identical commitments to fund any liquidity shortfalls of GreenFiber related to covenant compliance as defined in and through the term of GreenFiber's modified and restated loan and security agreement. Based on the terms of this agreement, in May 2012, we and LP made identical equity contributions to GreenFiber of $500 to cure such shortfall.

Our investment in GreenFiber amounted to $3,893 and $6,502 at October 31, 2012 and April 30, 2012, respectively. Summarized financial information for GreenFiber is as follows:

| | October 31, 2012 | April 30, 2012 |
|---|---|---|
| Current assets | $ 17,160 | $17,513 |
| Noncurrent assets | $ 32,887 | $34,597 |
| Current liabilities | $ 15,777 | $12,815 |
| Noncurrent liabilities | $ 5,575 | $ 5,382 |

| | Three Months Ended October 31, | | Six Months Ended October 31, | |
|---|---|---|---|---|
| | 2012 | 2011 | 2012 | 2011 |
| Revenue | $19,494 | $21,841 | $32,595 | $37,856 |
| Gross profit | $ 4,300 | $ 2,564 | $ 5,900 | $ 3,515 |
| Net loss | $ (297) | $ (3,049) | $ (3,866) | $ (7,564) |

*Tompkins.* In May 2011, we finalized the terms of a joint venture agreement with FCR, LLC ("FCR") to form Tompkins County Recycling LLC ("Tompkins"), a joint venture that operates a MRF located in Tompkins County, NY and processes and sells commodities delivered to the Tompkins MRF. In connection with the formation of the joint venture, we acquired a 50% membership interest in Tompkins in exchange for an initial cash contribution to Tompkins of $285. FCR made an initial cash contribution of $285 as well, and acquired a 50% membership interest in Tompkins. Income and losses are allocated to members based on membership interest percentage. Our investment in Tompkins amounted to $350 and $292 at October 31, 2012 and April 30, 2012, respectively. We account for our 50% membership interest in Tompkins using the equity method of accounting.

Cost Method Investments

*Evergreen.* Our investment and ownership interest in Evergreen National Indemnity Company, a surety company which provides surety bonds to us, amounted to $10,657 and 19.9%, as of October 31, 2012 and April 30, 2012.

*RecycleRewards*. Our investment and ownership interest in RecycleRewards, Inc., a company that markets an incentive based recycling service, amounted to $4,479 and 6.2% as of October 31, 2012 and April 30, 2012.

*AGreen*. In May 2011, we entered into a renewable energy project operating agreement with AGreen Energy LLC ("AGreen"). As a part of the agreement, we provide certain operation, maintenance and administrative services, as well as procure organic materials that would otherwise be disposed of to small farm-based biogas renewable energy projects that produce renewable energy and other valuable products and services. Our investment and membership interest in AGreen amounted to $350 and 11.9% as of October 31, 2012 and April 30, 2012.

*GreenerU* . In March 2012, we entered into a strategic partnership agreement with GreenerU, Inc. ("GreenerU"), a company that delivers energy and sustainability solutions to the college, university and preparatory school markets in order to reduce their energy costs and carbon emissions through the formulation of programs and policies and the running of renewable energy projects. As a part of the agreement, we work with GreenerU to formulate compelling offers and approaches for colleges, universities and preparatory schools in the area of waste, recycling, energy, composting, resource conservation and other appropriate sustainability initiatives. In the first quarter of fiscal year 2013, we made a $500 investment in GreenerU through the purchase of preferred stock, bringing our investment and ownership interest in GreenerU to $1,000 and 6.3% as of October 31, 2012. Our investment and ownership interest in GreenerU was $500 and 4.2% as of April 30, 2012.

## 15. SUBSIDIARY GUARANTORS

Our 2019 Notes are guaranteed jointly and severally, fully and unconditionally, by our significant wholly-owned subsidiaries. The Parent is the issuer and a non-guarantor of the 2019 Notes and the Parent has no independent assets or operations. The information which follows presents the condensed consolidating financial position as of October 31, 2012 and April 30, 2012, the consolidating results of operations and comprehensive income for the three and six months ended October 31, 2012 and 2011, and the condensed consolidating statements of cash flows for the six months ended October 31, 2012 and 2011 of (a) the Parent company only, (b) the combined guarantors (the "Guarantors"), each of which is 100% wholly-owned by the Parent, (c) the combined non-guarantors (the "Non-Guarantors"), (d) eliminating entries and (e) the consolidated total.

**CASELLA WASTE SYSTEMS, INC. AND SUBSIDIARIES**
**CONDENSED CONSOLIDATING BALANCE SHEET**
**AS OF OCTOBER 31, 2012**
**(in thousands, except for share and per share data)**

| ASSETS | Parent | Guarantors | Non-Guarantors | Elimination | Consolidated |
|---|---|---|---|---|---|
| CURRENT ASSETS: | | | | | |
| Cash and cash equivalents | $ 1,486 | $ 319 | $ 96 | $ — | $ 1,901 |
| Restricted cash | 23,579 | 76 | — | — | 23,655 |
| Accounts receivable—trade, net of allowance for doubtful accounts | 222 | 50,304 | 452 | — | 50,978 |
| Deferred income taxes | 3,583 | — | — | — | 3,583 |
| Prepaid expenses | 2,851 | 5,212 | — | — | 8,063 |
| Other current assets | 1,562 | 4,246 | 41 | — | 5,849 |
| Total current assets | 33,283 | 60,157 | 589 | — | 94,029 |
| Property, plant and equipment, net of accumulated depreciation and amortization | 3,192 | 413,181 | 8,466 | — | 424,839 |
| Goodwill | — | 102,722 | — | — | 102,722 |
| Intangible assets | 294 | 3,923 | — | — | 4,217 |
| Notes receivable - related party/employee | 514 | — | — | — | 514 |
| Investments in unconsolidated entities | 20,060 | 2,601 | — | (1,932) | 20,729 |
| Investments in subsidiaries | (44,648) | — | — | 44,648 | — |
| Other non-current assets | 15,680 | 6,745 | — | — | 22,425 |
| | (4,908) | 529,172 | 8,466 | 42,716 | 575,446 |
| Intercompany receivable | 547,670 | (534,059) | (15,543) | 1,932 | — |
| | $ 576,045 | $ 55,270 | $ (6,488) | $ 44,648 | $ 669,475 |

| LIABILITIES AND STOCKHOLDERS' EQUITY | Parent | Guarantors | Non-Guarantors | Elimination | Consolidated |
|---|---|---|---|---|---|
| CURRENT LIABILITIES: | | | | | |
| Current maturities of long - term debt and capital leases | $ 72,754 | $ 1,041 | $ — | $ — | $ 73,795 |
| Current maturities of financing lease obligations | — | 349 | — | — | 349 |
| Accounts payable | 23,995 | 26,470 | 861 | — | 51,326 |
| Current accrued capping, closure and post-closure costs | — | 7,069 | — | — | 7,069 |
| Other current liabilities | 23,997 | 10,060 | 1,778 | — | 35,835 |
| Total current liabilities | 120,746 | 44,989 | 2,639 | — | 168,374 |
| Long-term debt and capital leases, less current maturities | 411,255 | 796 | — | — | 412,051 |
| Financing lease obligations, less current maturities | — | 1,640 | — | — | 1,640 |
| Accrued capping, closure and post-closure costs, less current portion | — | 34,178 | 42 | — | 34,220 |
| Deferred income taxes | 5,926 | — | — | — | 5,926 |
| Other long-term liabilities | 6,039 | 6,160 | — | — | 12,199 |
| STOCKHOLDERS' EQUITY: | | | | | |
| Casella Waste Systems, Inc. stockholders' equity: | | | | | |
| Class A common stock - | | | | | |
| Authorized—100,000,000 shares, $0.01 par value per share, issued and outstanding—37,950,000 shares | 380 | 100 | — | (100) | 380 |
| Class B common stock - | | | | | |
| Authorized—1,000,000 shares, $0.01 par value per share, 10 votes per share, issued and outstanding—988,000 shares | 10 | — | — | — | 10 |
| Additional paid-in capital | 332,008 | 41,504 | 3,579 | (45,083) | 332,008 |
| Accumulated deficit | (299,573) | (73,351) | (15,734) | 89,085 | (299,573) |
| Accumulated other comprehensive income (loss) | (746) | (746) | — | 746 | (746) |
| Total Casella Waste Systems, Inc. stockholders' equity | 32,079 | (32,493) | (12,155) | 44,648 | 32,079 |
| Noncontrolling interest | — | — | 2,986 | — | 2,986 |
| Total stockholders' equity | 32,079 | (32,493) | (9,169) | 44,648 | 35,065 |
| | $ 576,045 | $ 55,270 | $ (6,488) | $ 44,648 | $ 669,475 |

**CASELLA WASTE SYSTEMS, INC. AND SUBSIDIARIES**
**CONDENSED CONSOLIDATING BALANCE SHEET**
**AS OF APRIL 30, 2012**
**(in thousands, except for share and per share data)**

| ASSETS | Parent | Guarantors | Non-Guarantors | Elimination | Consolidated |
|---|---|---|---|---|---|
| CURRENT ASSETS: | | | | | |
| Cash and cash equivalents | $ 3,799 | $ 368 | $ 367 | $ — | $ 4,534 |
| Accounts receivable - trade, net of allowance for doubtful accounts | 652 | 46,820 | — | — | 47,472 |
| Refundable income taxes | 1,281 | — | — | — | 1,281 |
| Deferred income taxes | 3,712 | — | — | — | 3,712 |
| Other current assets | 1,903 | 8,454 | — | — | 10,357 |
| Total current assets | 11,347 | 55,642 | 367 | — | 67,356 |
| Property, plant and equipment, net of accumulated depreciation and amortization | 3,486 | 409,383 | 3,848 | — | 416,717 |
| Goodwill | — | 101,706 | — | — | 101,706 |
| Intangible assets | 340 | 2,630 | — | — | 2,970 |
| Restricted assets | — | 424 | — | — | 424 |
| Notes receivable - related party/employee | 722 | — | — | — | 722 |
| Investments in unconsolidated entities | 17,865 | 6,848 | — | (1,932) | 22,781 |
| Investments in subsidiaries | (34,522) | — | — | 34,522 | — |
| Other non-current assets | 15,056 | 6,011 | — | — | 21,067 |
| | 2,947 | 527,002 | 3,848 | 32,590 | 566,387 |
| Intercompany receivable | 531,150 | (517,660) | (15,422) | 1,932 | — |
| | $ 545,444 | $ 64,984 | $ (11,207) | $ 34,522 | $ 633,743 |

| LIABILITIES AND STOCKHOLDERS' EQUITY | Parent | Guarantors | Non -Guarantors | Elimination | Consolidated |
|---|---|---|---|---|---|
| CURRENT LIABILITIES: | | | | | |
| Current maturities of long-term debt and capital leases | $ 142 | $ 1,086 | $ — | $ — | $ 1,228 |
| Current maturities of financing lease obligations | — | 338 | — | — | 338 |
| Accounts payable | 21,952 | 24,757 | — | — | 46,709 |
| Current accrued capping, closure and post-closure costs | — | 4,907 | — | — | 4,907 |
| Other current liabilities | 23,738 | 10,872 | 543 | — | 35,153 |
| Total current liabilities | 45,832 | 41,960 | 543 | — | 88,335 |
| Long-term debt and capital leases, less current maturities | 472,028 | 1,353 | — | — | 473,381 |
| Financing lease obligations, less current maturities | — | 1,818 | — | — | 1,818 |
| Accrued capping, closure and post-closure costs, less current portion | — | 34,681 | 41 | — | 34,722 |
| Deferred income taxes | 5,336 | — | — | — | 5,336 |
| Other long-term liabilities | 5,817 | 6,103 | — | — | 11,920 |
| STOCKHOLDERS' EQUITY: | | | | | |
| Casella Waste Systems, Inc. stockholders' equity: | | | | | |
| Class A common stock - | | | | | |
| Authorized - 100,000,000 shares, $0.01 par value per share, issued and outstanding - 25,991,000 shares | 260 | 100 | — | (100) | 260 |
| Class B common stock - | | | | | |
| Authorized - 1,000,000 shares, $0.01 par value per share, 10 votes per share, issued and outstanding - 988,000 shares | 10 | — | — | — | 10 |
| Additional paid-in capital | 288,348 | 46,200 | 2,004 | (48,204) | 288,348 |
| Accumulated deficit | (270,235) | (67,648) | (15,595) | 83,243 | (270,235) |
| Accumulated other comprehensive income (loss) | (1,952) | 417 | — | (417) | (1,952) |
| Total Casella Waste Systems, Inc. stockholders' equity | 16,431 | (20,931) | (13,591) | 34,522 | 16,431 |
| Noncontrolling interest | — | — | 1,800 | — | 1,800 |
| Total stockholders' equity | 16,431 | (20,931) | (11,791) | 34,522 | 18,231 |
| | $ 545,444 | $ 64,984 | $ (11,207) | $ 34,522 | $ 633,743 |

**CASELLA WASTE SYSTEMS, INC. AND SUBSIDIARIES**
**CONSOLIDATING STATEMENT OF OPERATIONS**
**THREE MONTHS ENDED OCTOBER 31, 2012**
**(in thousands)**

| | Parent | Guarantors | Non - Guarantors | Elimination | Consolidated |
|---|---|---|---|---|---|
| Revenues | $ — | $119,900 | $ 435 | $ — | $ 120,335 |
| Operating expenses: | | | | | |
| Cost of operations | (45) | 84,903 | 616 | — | 85,474 |
| General and administration | 157 | 13,816 | 12 | — | 13,985 |
| Depreciation and amortization | 269 | 14,301 | 62 | — | 14,632 |
| Severance and reorganization costs | 926 | 867 | — | — | 1,793 |
| Expense from divestiture and financing costs | — | 77 | — | — | 77 |
| | 1,307 | 113,964 | 690 | — | 115,961 |
| Operating income (loss) | (1,307) | 5,936 | (255) | — | 4,374 |
| Other expense (income), net: | | | | | |
| Interest income | (7,636) | (9) | — | 7,635 | (10) |
| Interest expense | 11,250 | 8,084 | — | (7,635) | 11,699 |
| Loss (income) from equity method investments | 2,275 | 109 | — | (2,275) | 109 |
| Loss on derivative instruments | 3,896 | — | — | — | 3,896 |
| Loss on debt extinguishment | 9,670 | — | — | — | 9,670 |
| Other income | (208) | (103) | — | — | (311) |
| Other expense, net | 19,247 | 8,081 | — | (2,275) | 25,053 |
| Income (loss) from continuing operations before income taxes | (20,554) | (2,145) | (255) | 2,275 | (20,679) |
| Provision (benefit) for income taxes | 413 | — | — | — | 413 |
| Net income (loss) | (20,967) | (2,145) | (255) | 2,275 | (21,092) |
| Less: Net income (loss) attributable to noncontrolling interest | — | — | (125) | — | (125) |
| Net income (loss) attributable to common stockholders | $(20,967) | $ (2,145) | $ (130) | $ 2,275 | $ (20,967) |

**CASELLA WASTE SYSTEMS, INC. AND SUBSIDIARIES**
**CONSOLIDATING STATEMENT OF OPERATIONS**
**THREE MONTHS ENDED OCTOBER 31, 2011**
**(in thousands)**

| | Parent | Guarantors | Non - Guarantors | Elimination | Consolidated |
|---|---|---|---|---|---|
| Revenues | $ — | $129,866 | $ — | $ — | $ 129,866 |
| Operating expenses: | | | | | |
| Cost of operations | 18 | 86,608 | 1 | — | 86,627 |
| General and administration | 115 | 15,947 | — | — | 16,062 |
| Depreciation and amortization | 337 | 14,724 | — | — | 15,061 |
| Legal settlement | — | 359 | — | — | 359 |
| Development project cost | — | 131 | — | — | 131 |
| | 470 | 117,769 | 1 | — | 118,240 |
| Operating income (loss) | (470) | 12,097 | (1) | — | 11,626 |
| Other expense/(income), net: | | | | | |
| Interest income | (9,846) | (2) | — | 9,845 | (3) |
| Interest expense | 11,323 | 9,732 | — | (9,845) | 11,210 |
| Loss (income) from equity method investments | (1,044) | 1,523 | — | 1,044 | 1,523 |
| Other income | (205) | (122) | — | — | (327) |
| Other expense, net | 228 | 11,131 | — | 1,044 | 12,403 |
| Income (loss) from continuing operations before income taxes | (698) | 966 | (1) | (1,044) | (777) |
| Provision for income taxes | 67 | — | — | — | 67 |
| Income (loss) from continuing operations | (765) | 966 | (1) | (1,044) | (844) |
| Discontinued operations: | | | | | |
| Gain on disposal of discontinued operations, net of tax | — | 79 | — | — | 79 |
| Net income (loss) attributable to common stockholders | $ (765) | $ 1,045 | $ (1) | $ (1,044) | $ (765) |

**CASELLA WASTE SYSTEMS, INC. AND SUBSIDIARIES**
**CONSOLIDATING STATEMENT OF OPERATIONS**
**SIX MONTHS ENDED OCTOBER 31, 2012**
**(in thousands)**

| | Parent | Guarantors | Non - Guarantors | Elimination | Consolidated |
|---|---|---|---|---|---|
| Revenues | $ — | $241,084 | $ 445 | $ — | $ 241,529 |
| Operating expenses: | | | | | |
| Cost of operations | (17) | 169,642 | 626 | — | 170,251 |
| General and administration | 3 | 29,274 | 30 | — | 29,307 |
| Depreciation and amortization | 533 | 28,794 | 61 | — | 29,388 |
| Severance and reorganization costs | 926 | 901 | — | — | 1,827 |
| Expense from divestiture and financing costs | 303 | 328 | — | — | 631 |
| | 1,748 | 228,939 | 717 | — | 231,404 |
| Operating income (loss) | (1,748) | 12,145 | (272) | — | 10,125 |
| Other expense (income), net: | | | | | |
| Interest income | (16,239) | (16) | — | 16,237 | (18) |
| Interest expense | 23,578 | 16,210 | — | (16,237) | 23,551 |
| Loss (income) from equity method investments | 5,842 | 1,875 | — | (5,842) | 1,875 |
| Loss on derivative instruments | 3,896 | — | — | | 3,896 |
| Loss on debt extinguishment | 9,670 | — | — | — | 9,670 |
| Other income | (220) | (221) | — | — | (441) |
| Other expense, net | 26,527 | 17,848 | — | (5,842) | 38,533 |
| Income (loss) from continuing operations before income taxes | (28,275) | (5,703) | (272) | 5,842 | (28,408) |
| Provision (benefit) for income taxes | 1,063 | — | — | — | 1,063 |
| Net income (loss) | (29,338) | (5,703) | (272) | 5,842 | (29,471) |
| Less: Net income (loss) attributable to noncontrolling interest | — | — | (133) | — | (133) |
| Net income (loss) attributable to common stockholders | $(29,338) | $ (5,703) | $ (139) | $ 5,842 | $ (29,338) |

**CASELLA WASTE SYSTEMS, INC. AND SUBSIDIARIES**
**CONSOLIDATING STATEMENT OF OPERATIONS**
**SIX MONTHS ENDED OCTOBER 31, 2011**
**(in thousands)**

| | Parent | Guarantors | Non - Guarantors | Elimination | Consolidated |
|---|---|---|---|---|---|
| Revenues | $ — | $257,059 | $ — | $ — | $ 257,059 |
| Operating expenses: | | | | | |
| Cost of operations | 29 | 171,820 | 2 | — | 171,851 |
| General and administration | 413 | 31,855 | — | — | 32,268 |
| Depreciation and amortization | 674 | 28,893 | — | — | 29,567 |
| Legal settlement | 1,000 | 359 | — | — | 1,359 |
| Development project cost | — | 131 | — | — | 131 |
| | 2,116 | 233,058 | 2 | — | 235,176 |
| Operating income (loss) | (2,116) | 24,001 | (2) | — | 21,883 |
| Other expense (income), net: | | | | | |
| Interest income | (19,717) | (6) | — | 19,711 | (12) |
| Interest expense | 22,459 | 19,621 | — | (19,711) | 22,369 |
| Loss (income) from equity method investments | (1,553) | 3,781 | — | 1,553 | 3,781 |
| Other income | (207) | (225) | — | — | (432) |
| Other expense, net | 982 | 23,171 | — | 1,553 | 25,706 |
| Income (loss) from continuing operations before income taxes | (3,098) | 830 | (2) | (1,553) | (3,823) |
| Provision for income taxes | 728 | — | — | — | 728 |
| Income (loss) from continuing operations | (3,826) | 830 | (2) | (1,553) | (4,551) |
| Discontinued operations: | | | | | |
| Gain on disposal of discontinued operations, net of tax | — | 725 | — | — | 725 |
| Net income (loss) attributable to common stockholders | $ (3,826) | $ 1,555 | $ (2) | $ (1,553) | $ (3,826) |

**CASELLA WASTE SYSTEMS, INC. AND SUBSIDIARIES**
**CONSOLIDATING STATEMENT OF COMPREHENSIVE INCOME (LOSS)**
**THREE MONTHS ENDED OCTOBER 31, 2012**
**(in thousands)**

| | Parent | Guarantors | Non - Guarantors | Elimination | Consolidated |
|---|---|---|---|---|---|
| Net income (loss) | $(20,967) | $ (2,145) | $ (255) | $ 2,275 | $ (21,092) |
| Other comprehensive income (loss), net of taxes: | | | | | |
| Unrealized income (loss) resulting from changes in fair value of derivative instruments, net of tax provision of $0 | — | — | (716) | — | (716) |
| Realized income (loss) on derivative instruments reclassified into earnings, net of tax benefit of $0 | 3,625 | — | 321 | — | 3,946 |
| Unrealized income (loss) resulting from changes in fair value of marketable securities | — | 21 | — | — | 21 |
| Other comprehensive income (loss) | 3,625 | 21 | (395) | — | 3,251 |
| Comprehensive income (loss) | (17,342) | (2,124) | (650) | 2,275 | (17,841) |
| Less: Comprehensive income (loss) attributable to noncontrolling interest | — | — | (125) | — | (125) |
| Comprehensive income (loss) attributable to common stockholders | $(17,342) | $ (2,124) | $ (525) | $ 2,275 | $ (17,716) |

**CASELLA WASTE SYSTEMS, INC. AND SUBSIDIARIES**
**CONSOLIDATING STATEMENT OF COMPREHENSIVE INCOME (LOSS)**
**THREE MONTHS ENDED OCTOBER 31, 2011**
**(in thousands)**

| | Parent | Guarantors | Non - Guarantors | Elimination | Consolidated |
|---|---|---|---|---|---|
| Net income (loss) | $(765) | $ 1,045 | $ (1) | $ (1,044) | $ (765) |
| Other comprehensive income (loss), net of taxes: | | | | | |
| Unrealized income (loss) resulting from changes in fair value of derivative instruments, net of tax provision of $0 | — | — | (58) | — | (58) |
| Realized income (loss) on derivative instruments reclassified into earnings, net of tax benefit of $0 | — | — | (361) | — | (361) |
| Unrealized income (loss) resulting from changes in fair value of marketable securities | — | (5) | — | — | (5) |
| Other comprehensive income (loss) | — | (5) | (419) | — | (424) |
| Comprehensive income (loss) attributable to common stockholders | $(765) | $ 1,040 | $ (420) | $ (1,044) | $ (1,189) |

**CASELLA WASTE SYSTEMS, INC. AND SUBSIDIARIES**
**CONSOLIDATING STATEMENT OF COMPREHENSIVE INCOME (LOSS)**
**SIX MONTHS ENDED OCTOBER 31, 2012**
**(in thousands)**

| | Parent | Guarantors | Non - Guarantors | Elimination | Consolidated |
|---|---|---|---|---|---|
| Net income (loss) | $(29,338) | $ (5,703) | $ (272) | $ 5,842 | $ (29,471) |
| Other comprehensive income (loss), net of taxes: | | | | | |
| Unrealized income (loss) resulting from changes in fair value of derivative instruments, net of tax provision of $0 | (1,257) | — | (1,542) | — | (2,799) |
| Realized income (loss) on derivative instruments reclassified into earnings, net of tax benefit of $0 | 3,625 | — | 365 | — | 3,990 |
| Unrealized income (loss) resulting from changes in fair value of marketable securities | — | 15 | — | — | 15 |
| Other comprehensive income (loss) | 2,368 | 15 | (1,177) | — | 1,206 |
| Comprehensive income (loss) | (26,970) | (5,688) | (1,449) | 5,842 | (28,265) |
| Less: Comprehensive income (loss) attributable to noncontrolling interest | — | — | (133) | — | (133) |
| Comprehensive income (loss) attributable to common stockholders | $(26,970) | $ (5,688) | $ (1,316) | $ 5,842 | $ (28,132) |

**CASELLA WASTE SYSTEMS, INC. AND SUBSIDIARIES**
**CONSOLIDATING STATEMENT OF COMPREHENSIVE INCOME (LOSS)**
**SIX MONTHS ENDED OCTOBER 31, 2011**
**(in thousands)**

| | Parent | Guarantors | Non - Guarantors | Elimination | Consolidated |
|---|---|---|---|---|---|
| Net income (loss) | $(3,826) | $ 1,555 | $ (2) | $ (1,553) | $ (3,826) |
| Other comprehensive income (loss), net of taxes: | | | | | |
| Unrealized income (loss) resulting from changes in fair value of derivative instruments, net of tax provision of $99 | 116 | — | 68 | — | 184 |
| Realized income (loss) on derivative instruments reclassified into earnings, net of tax benefit of $99 | (78) | — | (638) | — | (716) |
| Unrealized income (loss) resulting from changes in fair value of marketable securities | — | (11) | — | — | (11) |
| Other comprehensive income (loss) | 38 | (11) | (570) | — | (543) |
| Comprehensive income (loss) attributable to common stockholders | $(3,788) | $ 1,544 | $ (572) | $ (1,553) | $ (4,369) |

**CASELLA WASTE SYSTEMS, INC. AND SUBSIDIARIES**
**CONDENSED CONSOLIDATING STATEMENT OF CASH FLOWS**
**SIX MONTHS ENDED OCTOBER 31, 2012**
**(in thousands)**

| | Parent | Guarantors | Non-Guarantors | Elimination | Consolidated |
|---|---|---|---|---|---|
| Net cash provided by operating activities | $ (27,934) | $ 48,663 | $ 1,646 | $ — | $ 22,375 |
| Cash Flows from Investing Activities: | | | | | |
| Acquisitions, net of cash acquired | — | (4,635) | — | — | (4,635) |
| Additions to property, plant and equipment - acquisitions | — | (417) | — | — | (417) |
| - growth | — | (3,579) | (4,678) | — | (8,257) |
| - maintenance | (190) | (25,178) | — | — | (25,368) |
| Payment for capital related to divestiture | — | (618) | — | — | (618) |
| Payments on landfill operating lease contracts | — | (3,298) | — | — | (3,298) |
| Proceeds from sale of property and equipment | — | 557 | — | — | 557 |
| Investments in unconsolidated entities | (3,761) | 1,195 | 1,566 | — | (1,000) |
| Net cash provided by (used in) investing activities | (3,951) | (35,973) | (3,112) | — | (43,036) |
| Cash Flows from Financing Activities: | | | | | |
| Proceeds from long-term borrowings | 236,177 | — | — | — | 236,177 |
| Principal payments on long-term debt | (226,098) | (930) | — | — | (227,028) |
| Change in restricted cash | (23,579) | — | — | — | (23,579) |
| Payment of tender premium and costs on second lien notes | (6,745) | — | — | — | (6,745) |
| Net proceeds from the issuance of class A common stock | 42,149 | — | — | — | 42,149 |
| Contributions from nonctonrolling interest holder | — | — | 1,195 | — | 1,195 |
| Other | (4,141) | — | — | — | (4,141) |
| Intercompany borrowings | 11,809 | (11,809) | — | — | — |
| Net cash provided by (used in) financing activities | 29,572 | (12,739) | 1,195 | — | 18,028 |
| Net increase in cash and cash equivalents | (2,313) | (49) | (271) | — | (2,633) |
| Cash and cash equivalents, beginning of period | 3,799 | 368 | 367 | — | 4,534 |
| Cash and cash equivalents, end of period | $ 1,486 | $ 319 | $ 96 | $ — | $ 1,901 |

**CASELLA WASTE SYSTEMS, INC. AND SUBSIDIARIES**
**CONDENSED CONSOLIDATING STATEMENT OF CASH FLOWS**
**SIX MONTHS ENDED OCTOBER 31, 2011**
**(in thousands)**

| | Parent | Guarantors | Non-Guarantors | Elimination | Consolidated |
|---|---|---|---|---|---|
| Net cash provided by operating activities | $ 3,014 | $ 38,464 | $ — | $ — | $ 41,478 |
| Cash Flows from Investing Activities: | | | | | |
| Acquisitions, net of cash acquired | — | (715) | — | — | (715) |
| Additions to property, plant and equipment - acquisitions | — | (133) | — | — | (133) |
| - growth | — | (5,140) | (1,270) | — | (6,410) |
| - maintenance | (659) | (28,768) | — | — | (29,427) |
| Payment for capital related to divestiture | — | (3,314) | — | — | (3,314) |
| Payments on landfill operating lease contracts | — | 1,170 | — | — | 1,170 |
| Other | (2,795) | 538 | 1,322 | — | (935) |
| Net cash provided by (used in) investing activities | (3,454) | (36,362) | 52 | — | (39,764) |
| Cash Flows from Financing Activities: | | | | | |
| Proceeds from long-term borrowings | 82,100 | — | — | — | 82,100 |
| Principal payments on long-term debt | (81,323) | (823) | — | — | (82,146) |
| Other | 211 | — | — | — | 211 |
| Intercompany borrowings | 1,851 | (1,851) | — | — | — |
| Net cash provided by (used in) financing activities | 2,839 | (2,674) | — | — | 165 |
| Cash provided by discontinued operations | — | 725 | — | — | 725 |
| Net increase in cash and cash equivalents | 2,399 | 153 | 52 | — | 2,604 |
| Cash and cash equivalents, beginning of period | 1,531 | 286 | — | — | 1,817 |
| Cash and cash equivalents, end of period | $ 3,930 | $ 439 | $ 52 | $ — | $ 4,421 |

**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. 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 year ended April 30, 2012.

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 (the "Exchange Act"), including:

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

In addition, any statements contained in or incorporated by reference into this Quarterly Report on Form 10-Q 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 unaudited consolidated financial statements and unaudited notes to consolidated financial statements included in this Quarterly Report on Form 10-Q. We cannot guarantee that we actually will achieve the plans, intentions or expectations disclosed in the forward-looking statements made. The occurrence of the events described and the achievement of the expected results 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 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 Annual Report on Form 10-K for the year ended April 30, 2012. We expressly disclaim any obligation to update any forward-looking statements whether as a result of new information, future events or otherwise, except as otherwise required by law.

**Company Overview**

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

As of November 30, 2012, we owned and/or operated 32 solid waste collection operations, 31 transfer stations, 17 recycling facilities, nine Subtitle D landfills, four landfill gas-to-energy facilities, one landfill permitted to accept construction and demolition materials, and one waste-to-energy facility, which we have sold to the City of Biddeford, Maine pursuant to a purchase and sale agreement entered into in the first quarter of fiscal year 2013. In addition to our primary operations, we also hold the following investments:

Consolidated Investment with Noncontrolling Interest

Casella-Altela Regional Environmental Services, LLC ("CARES") is a joint venture that develops, owns and operates water and leachate treatment projects for the natural gas drilling industry in Pennsylvania and New York. Our joint venture partner in CARES is Altela, Inc. We hold a 51% membership interest in CARES and consolidate the assets, liabilities, noncontrolling interest, and results of operations of CARES into our unaudited consolidated financial statements due to our controlling financial interest in the joint venture.

In the six months ended October 31, 2012, we and Altela, Inc. made additional cash contributions of $1.6 million and $1.2 million, respectively, for the purchase of additional equipment and to fund operations. The initial CARES water treatment facility began operating at our McKean County Pennsylvania landfill in the three months ended October 31, 2012.

Equity Method Investments

*GreenFiber.* We entered into a joint venture agreement in July 2000 with Louisiana-Pacific Corporation ("LP") to combine our respective cellulose insulation businesses into a single operating entity, US GreenFiber LLC ("GreenFiber") that manufactures markets and sells cellulose insulation made from recycled fiber. We account for our 50% membership interest in GreenFiber using the equity method of accounting.

In April 2011, we issued a guaranty in support of GreenFiber's amended and restated loan and security agreement. The guaranty can be drawn on upon an event of default and remains in place through December 1, 2014, the extended term of GreenFiber's modified and restated loan and security agreement. Our guaranty associated with the credit facility is $2.2 million as of October 31, 2012.

In May 2012, we and LP also made identical commitments to fund any liquidity shortfalls of GreenFiber related to covenant compliance as defined in and through the term of GreenFiber's modified and restated loan and security agreement. Based on the terms of this agreement, in May 2012, we and LP made identical equity contributions to GreenFiber of $0.5 million to cure such shortfall.

*Tompkins.* In May 2011, we finalized the terms of a joint venture agreement with FCR, LLC ("FCR") to form Tompkins County Recycling LLC ("Tompkins"), a joint venture that operates a material recovery facility ("MRF") located in Tompkins County, New York and processes and sells commodities delivered to the Tompkins MRF. We account for our 50% membership interest in Tompkins using the equity method of accounting.

Cost Method Investments

We have cost method investments in AGreen Energy LLC (“AGreen”), RecycleRewards, Inc. (“RecycleRewards”), GreenerU, Inc. (“GreenerU”), and Evergreen National Indemnity Company (“Evergreen”), as follows:

We hold a 11.9% membership interest in AGreen, a joint venture that brings advanced nutrient management, renewable energy and water technologies to small and medium sized farms, a 6.2% ownership interest RecycleRewards, a company that markets an incentive based recycling service, a 6.3% ownership interest in GreenerU, a company that delivers energy and sustainability solutions to the college, university and preparatory school market in order to reduce their energy costs and carbon emissions through the formulation of programs and policies and the running of renewable energy projects, and a 19.9% interest in Evergreen, a surety company which provides surety bonds to secure contractual performance for municipal solid waste collection contracts and landfill closure and post-closure obligations.

In the six months ended October 31, 2012, cash outflows related to our cost method investments consisted of a $0.5 million investment in GreenerU through the purchase of preferred stock, which brought our ownership interest in GreenerU to 6.3% as of October 31, 2012.

**Acquisitions and Divestitures**

During the six months ended October 31, 2012, we acquired two solid waste hauling operations in the Western region. The transactions were in exchange for total consideration of $4.8 million, including $4.3 million in cash and $0.5 million in holdbacks to the sellers.

On August 1, 2012, we executed a purchase and sale agreement with the City of Biddeford, Maine pursuant to which we agreed to sell the real and personal property of Maine Energy Recovery Company LP (“Maine Energy”), which is located in our Eastern region, to the City of Biddeford, subject to satisfaction of conditions precedent and closing. We agreed to sell Maine Energy for undiscounted purchase consideration of $6.7 million, which shall be paid in installments over the next 21 years, subject to the terms of the purchase and sale agreement. The transaction closed on November 30, 2012. Post closing, we are entitled to continue operations of Maine Energy for our benefit and obligated to begin work to decommission the facility in accordance with the provisions of the agreement within a period not to exceed six months after the closing date. Following the decommissioning of Maine Energy, it is our responsibility to demolish the facility, at our cost, within twelve months of the closing date and in accordance with the terms of the purchase and sale agreement.

**Results of Operations**

The following table summarizes our revenues and cost and expenses from continuing operations for the three and six months ended October 31, 2012 and 2011 (in millions and as a percentage of revenue):

| | Three Months Ended October 31, | | | | Six Months Ended October 31, | | | |
|---|---|---|---|---|---|---|---|---|
| | 2012 | % of Revenue | 2011 | % of Revenue | 2012 | % of Revenue | 2011 | % of Revenue |
| Revenues | $120.3 | 100.0% | $129.9 | 100.0% | $241.5 | 100.0% | $257.1 | 100.0% |
| Operating expenses: | | | | | | | | |
| Cost of operations | 85.4 | 70.9% | 86.6 | 66.7% | 170.3 | 70.5% | 171.8 | 66.8% |
| General and administration | 14.0 | 11.6% | 16.1 | 12.4% | 29.3 | 12.1% | 32.3 | 12.5% |
| Depreciation and amortization | 14.6 | 12.2% | 15.1 | 11.6% | 29.4 | 12.2% | 29.6 | 11.5% |
| Severance and reorganization costs | 1.8 | 1.5% | — | 0.0% | 1.8 | 0.8% | — | 0.0% |
| Expense from divestiture and financing costs | 0.1 | 0.1% | — | 0.0% | 0.6 | 0.2% | — | 0.0% |
| Legal settlement | — | 0.0% | 0.4 | 0.3% | — | 0.0% | 1.4 | 0.5% |
| Development project charge | — | 0.0% | 0.1 | 0.1% | — | 0.0% | 0.1 | 0.1% |
| | 115.9 | 96.3% | 118.3 | 91.1% | 231.4 | 95.8% | 235.2 | 91.5% |
| Operating income | 4.4 | 3.7% | 11.6 | 8.9% | 10.1 | 4.2% | 21.9 | 8.5% |
| Other expense (income), net: | | | | | | | | |
| Interest expense, net | 11.7 | 9.7% | 11.2 | 8.6% | 23.5 | 9.7% | 22.4 | 8.7% |
| Loss from equity method investments | 0.1 | 0.1% | 1.5 | 1.1% | 1.9 | 0.8% | 3.8 | 1.5% |
| Loss on derivative instruments | 3.9 | 3.2% | — | 0.0% | 3.9 | 1.6% | — | 0.0% |
| Loss on debt extinguishment | 9.7 | 8.1% | — | 0.0% | 9.7 | 4.0% | — | 0.0% |
| Other income | (0.3) | -0.2% | (0.4) | -0.3% | (0.5) | -0.2% | (0.4) | -0.2% |
| Provision for income taxes | 0.4 | 0.3% | 0.1 | 0.1% | 1.1 | 0.5% | 0.7 | 0.3% |
| Loss from continuing operations | $ (21.1) | -17.5% | $ (0.8) | -0.6% | $ (29.5) | -12.2% | $ (4.6) | -1.8% |

Revenues

We manage our solid waste operations, which include a full range of solid waste services, on a geographic basis through two regional operating segments, which we designate as the Eastern and Western regions. Revenues in our Eastern and Western regions consist primarily of fees charged to customers for solid waste disposal and collection, landfill, landfill gas-to-energy, waste-to-energy, transfer, organics and recycling services. 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 households. Landfill, waste-to-energy facility 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 under a contract at our Maine Energy facility and at certain of our landfill facilities. We entered into a purchase and sale agreement regarding Maine Energy with the transaction closing on November 30, 2012. This will result in the cessation of operations at the facility for a period not to exceed six months after the closing date. In addition, revenues from our Recycling segment consist of revenues from the sale of recyclable commodities and operations and maintenance contracts of recycling facilities for municipal customers. Revenues from our Other segment are made up of ancillary revenues including major customer accounts.

Our revenues are shown net of inter-company eliminations. We typically establish our inter-company transfer pricing based upon prevailing market rates. The table below shows, for the periods indicated the percentages and dollars (in millions) of revenue attributable to services provided.

| | Three Months Ended October 31, | | | | Six Months Ended October 31, | | | |
|---|---|---|---|---|---|---|---|---|
| | 2012 | | 2011 | | 2012 | | 2011 | |
| Collection | $ 53.1 | 44.1% | $ 54.8 | 42.2% | $106.2 | 43.9% | $108.4 | 42.2% |
| Disposal | 32.4 | 26.9% | 34.3 | 26.4% | 63.3 | 26.2% | 66.4 | 25.8% |
| Power generation | 2.8 | 2.3% | 3.1 | 2.4% | 5.5 | 2.3% | 6.3 | 2.4% |
| Organics and processing | 13.8 | 11.5% | 14.0 | 10.8% | 28.4 | 11.8% | 28.7 | 11.2% |
| Solid waste operations | 102.1 | 84.9% | 106.2 | 81.8% | 203.4 | 84.2% | 209.8 | 81.6% |
| Major accounts | 9.2 | 7.6% | 9.9 | 7.6% | 18.7 | 7.8% | 20.6 | 8.0% |
| Recycling | 9.0 | 7.5% | 13.8 | 10.6% | 19.4 | 8.0% | 26.7 | 10.4% |
| Total revenues | $120.3 | 100.0% | $129.9 | 100.0% | $241.5 | 100.0% | $257.1 | 100.0% |

Our revenues decreased $9.6 million, or 7.4%, and $15.6 million, or 6.1% when comparing the three and six months ended October 31, 2012 to the comparable prior fiscal year periods. The following table provides details associated with the period-to-period changes in revenues (in millions) attributable to services provided:

| | Period-to-Period Change for the Three Months Ended October 31, 2012 vs. 2011 | | Period-to-Period Change for the Six Months Ended October 31, 2012 vs. 2011 | |
|---|---|---|---|---|
| | Amount | % of Growth | Amount | % of Growth |
| Solid Waste Operations: | | | | |
| Price | $ (0.2) | -0.2% | $ (0.1) | -0.1% |
| Volume | (3.5) | -2.7% | (6.2) | -2.4% |
| Fuel surcharge | (0.1) | -0.1% | (0.2) | -0.1% |
| Commodity price & volume | (0.8) | -0.6% | (1.5) | -0.6% |
| Acquisitions | 1.0 | 0.8% | 2.1 | 0.8% |
| Closed landfills | (0.5) | -0.4% | (0.5) | -0.2% |
| Total solid waste | (4.1) | -3.2% | (6.4) | -2.6% |
| Major Accounts | (0.7) | -0.5% | (1.9) | -0.7% |
| Recycling Operations: | | | | |
| Commodity price | (4.9) | -3.8% | (8.0) | -3.1% |
| Commodity volume | 0.1 | 0.1% | 0.7 | 0.3% |
| Total recycling | (4.8) | -3.7% | (7.3) | -2.8% |
| Total revenue | $ (9.6) | -7.4% | $ (15.6) | -6.1% |

*Solid waste revenues*

- The price change component in quarterly total solid waste revenue decline period-to-period is the result of less than $0.1 million from unfavorable collection pricing and $0.2 million from unfavorable disposal pricing. The price change component in year-to-date total solid waste revenue decline period-to-period is the result of $0.5 million from favorable collection pricing, more than offset by $0.6 million from unfavorable disposal pricing.
- The volume change component in quarterly total solid waste revenue decline period-to-period is the result of $2.4 million from collection volume decreases and $1.2 million from disposal volume decreases, partially offset by $0.1 million from organics and processing volume increases. The volume change component in year-to-date total solid waste revenue decline period-to-period is the result of $4.2 million from collection volume decreases and $2.2 million from disposal volume decreases, partially offset by $0.2 million from organics and processing volume increases.

- The commodity price and volume change component in quarterly total solid waste revenue decline period-to-period is the result of $0.5 million from unfavorable pricing within organics and processing and $0.4 million from power volume decreases, offset partially by $0.1 million from organics and processing volume increases. The commodity price and volume change component in year-to-date total solid waste revenue decline period-to-period is primarily the result of $0.8 million from volume decreases within organics and processing, $0.4 million from volume decreases within power generation and $0.3 million from unfavorable power generation pricing.
- The acquisitions change component in quarterly total solid waste revenue decline period-to-period is the result of $1.0 million in increased revenues from acquisitions, $0.9 million of which relates to increased collections revenues. The acquisitions change component in year-to-date total solid waste revenue decline period-to-period is the result of $2.1 million in increased revenues from acquisitions, $1.7 million of which relates to increased collections revenues.
- The closed landfill change component in quarterly and year-to-date total solid waste revenue decline period-to-period is the result of a landfill in the Eastern region that stopped accepting waste in the three months ended October 31, 2012 based on meeting its permitted capacity.

*Major accounts and recycling revenues*

- The change component in quarterly and year-to-date major accounts revenue decline period-to-period is primarily the result of $0.6 million and $1.8 million from volume declines.
- The change component in quarterly and year-to-date recycling revenue decline is the result of $4.9 million and $8.0 million from unfavorable pricing due to declining commodity prices in the marketplace, offset partially by $0.1 million and $0.7 million in volume increases.

Operating Expenses

*Cost of Operations*

Cost of operations includes labor, tipping fees paid to third-party disposal facilities, fuel, maintenance and repair of vehicles and equipment, workers' compensation and vehicle insurance, the cost of purchasing materials to be recycled, third party transportation expense, district and state taxes, host community fees and royalties. Cost of operations also includes accretion expense related to landfill capping, closure and post closure, leachate treatment and disposal costs and depletion of landfill operating lease obligations.

Our cost of operations expense decreased by $1.2 million, or 1.4%, and $1.6 million, or less than one-percent, when comparing the three and six months ended October 31, 2012 to the comparable prior fiscal year periods. In the three and six months ended October 31, 2012, cost of operations increased as a percentage of revenues when compared to the comparable prior fiscal year periods from 66.7% to 70.9% and from 66.9% to 70.5%. The period-to-period changes in our cost of operations can largely be attributed to the following:

- *Purchased material costs*. Direct costs related to purchased materials decreased $2.7 million and $3.9 million, and as a percentage of revenue, when comparing the three and six months ended October 31, 2012 to the comparable prior fiscal year periods due primarily to lower commodity prices in the marketplace.
- *Hauling costs.* Hauling costs decreased $0.4 million and $1.3 million, remaining mostly consistent as a percentage of revenue, when comparing the three and six months ended October 31, 2012 to the comparable prior fiscal year periods due to decreased transportation costs associated primarily with lower solid waste volumes within collections and disposal.
- *Direct operational costs*. Direct operational costs increased $0.7 million and $1.0 million when comparing the three and six months ended October 31, 2012 to the comparable prior fiscal year periods. The period-to-period change in the six months ended October 31, 2012 is primarily the result of marginal increases in various direct operational costs in the three months ended October 31, 2012 including $0.4 million from a decrease in the gain related to the sale of fixed assets and $0.2 million from increased equipment rental costs. Increases in various direct operational costs were partially offset by $0.6 million in reduced leachate disposal costs due to lower rainfall amounts at our landfills.

- *Disposal costs*. Third-party disposal costs associated with third-party landfills and waste-to-energy facilities increased $0.7 million and $1.4 million when comparing the three and six months ended October 31, 2012 to the comparable prior fiscal year periods.
- *Other costs of operations*. Vehicle maintenance costs increased by $0.4 million when comparing the six months ended October 31, 2012 to the comparable prior fiscal year period due to higher third-party repair costs. Container maintenance costs increased by $0.5 million when comparing the six months ended October 31, 2012 to the comparable prior fiscal year period due to increased costs of parts and labor. Facility costs increased by $0.3 million when comparing the six months ended October 31, 2012 to the comparable prior fiscal year period due primarily to an increase in property taxes and various other service and facility costs.

*General and Administration*

General and administration expenses include management, clerical and administrative compensation and overhead, professional services and costs associated with marketing, sales force and community relations efforts.

Our general and administration expense decreased $2.1 million, or 13.0%, and $3.0 million, or 9.3%, when comparing the three and six months ended October 31, 2012 to the comparable prior fiscal year periods. In the three and six months ended October 31, 2012, general and administration expenses decreased as a percentage of revenues when compared to the comparable prior fiscal year periods from 12.4% to 11.6% and from 12.5% to 12.1%. The period-to-period changes in our general and administration expense can largely be attributed to the following:

- *Personnel costs*. For the three and six months ended October 31, 2012, labor, benefits and other personnel costs decreased by $0.7 million and $0.5 million when compared to the prior fiscal year periods due primarily to the head count reduction that took place as a part of the reorganization and a reduction in incentive compensation associated with employee awards and bonuses.
- *Legal and consulting costs.* In the three and six months ended October 31, 2012, legal and consulting costs decreased $0.5 million and $1.1 million when compared to the prior fiscal year period due primarily to fewer ongoing legal proceedings.
- *Other general and administration costs.* In the three and six months ended October 31, 2012, other general and administration costs decreased by $0.9 million and $1.1 million due primarily to additional cost savings associated with the reorganization.

*Depreciation and Amortization*

Depreciation and amortization expense includes depreciation of fixed assets over the estimated useful life of the assets using the straight-line method, amortization of landfill airspace assets under the units-of-consumption method, and the amortization of intangible assets (other than goodwill) using the straight-line method. We amortize landfill retirement assets through a charge to cost of operations using a straight-line rate per ton as landfill airspace is utilized. The amount of landfill amortization expense related to airspace consumption can vary materially from landfill to landfill depending upon the purchase price and landfill site and cell development costs. We amortize or depreciate all fixed and intangible assets, other than goodwill, to a zero net book value, and do not apply a salvage value to any fixed assets.

We capitalize certain direct landfill development costs, such as engineering, permitting, legal, construction and other costs associated directly with the expansion of existing landfills. Additionally, we also capitalize certain third party expenditures related to development projects and pending acquisitions, such as legal and engineering costs. We routinely evaluate all such capitalized costs, and expense those costs related to projects not likely to be successful. Internal and indirect landfill development and acquisition costs, such as executive and corporate overhead, public relations and other corporate services, are expensed as incurred.

We have material financial obligations relating to capping, closure and post-closure costs of our existing landfills and disposal facilities. We have provided accruals for these future financial obligations based on engineering estimates of consumption of permitted landfill airspace over the useful life of any such landfill. There can be no assurance that our financial obligations for capping, closure or post-closure costs will not exceed the amount accrued and reserved or amounts otherwise receivable pursuant to trust funds.

Our depreciation and amortization expense decreased $0.5 million, or 3.3%, and $0.2 million, or less than one-percent, when comparing the three and six months ended October 31, 2012 to the comparable prior fiscal year periods. In the three and six months ended October 31, 2012, depreciation and amortization expense increased as a percentage of revenues when compared to the prior fiscal year periods from 11.6% to 12.2% and from 11.5% to 12.2%. Landfill amortization expense increased $0.2 million and $1.1 million, respectively, when compared to prior fiscal year periods due primarily to higher volumes at our Southbridge landfill in the Eastern region. This was more than offset by $0.7 million and $1.4 million decreases in depreciation expense when compared to prior fiscal year periods associated largely with the Maine Energy impairment in the fourth quarter of fiscal year 2012, which reduced our depreciable asset base.

*Severance and Reorganization Costs*

On August 8, 2012, we realigned our operations in order to streamline functions and improve our cost structure. Through the reorganization we have enhanced certain aspects of the sales function to better facilitate customer service and retention, pricing growth, and support of strategic growth initiatives; better aligned transportation, route management and maintenance functions at the local level; and reduced corporate overhead and staff to match organizational needs and reduce costs. We recorded a one-time severance and reorganization charge of $1.8 million in the three months ended October 31, 2012 as a result of this realignment.

*Expense from Divestiture and Financing Costs*

The $0.6 million expense from divestiture and financing costs is associated with the following fiscal year 2013 events: a $0.3 million write-off of costs associated with the refinancing of our senior second lien notes (the “Second Lien Notes”) and $0.3 million of legal costs associated with the ongoing Maine Energy divestiture transaction.

Other Expenses

*Interest Expense, net*

Our interest expense, net increased $0.5 million, or 4.5%, and $1.1 million, or 4.9%, when comparing the three and six months ended October 31, 2012 to the comparable prior fiscal year periods. In the three and six months ended October 31, 2012, interest expense, net increased as a percentage of revenues when compared to the comparable prior fiscal year periods from 8.6% to 9.7% and from 8.7% to 9.7%. The period-to-period changes in our interest expense, net can largely be attributed to the following:

- *Maine Bonds*. Interest expense in the three and six months ended October 31, 2012 increased due to the conversion from a variable rate to a five year fixed term interest rate of 6.25% per annum on the $21.4 million Finance Authority of Maine (the “Authority”) Solid Waste Disposal Revenue Bonds Series 2005R-2 (the “Converted Bonds”) in the fourth quarter of fiscal year 2012.
- *Higher debt levels.* Interest expense in the three and six months ended October 31, 2012 increased due to higher average debt balances associated primarily with borrowings on the amended and restated senior secured revolving credit facility (the “2011 Revolver”) in the current fiscal year periods to help fund operations and meet cash flow needs.

*Loss from Equity Method Investments*

Our loss from equity method investments decreased $1.4 million and $1.9 million when comparing the three and six months ended October 31, 2012 to the comparable prior fiscal year periods. Our equity method investments consist of the following investments:

- *GreenFiber.* GreenFiber reported losses for the three and six months ended October 31, 2012 and 2011, of which our 50% share was $0.1 million, $1.5 million, $1.9 million and $3.8 million, respectively. Despite the improvement from prior fiscal year periods, GreenFiber has continued to be negatively affected by the depressed manufactured home market and lack of new home construction.
- *Tompkins County.* We account for our 50% membership interest in Tompkins using the equity method of accounting. Our portion of the reported income from Tompkins for the three and six months ended October 31, 2012 was immaterial.

*Provision for Income Taxes*

Our provision for income taxes increased $0.3 million and $0.4 million when comparing the three and six months ended October 31, 2012 to the comparable prior fiscal year periods. The provision for income taxes includes a deferred tax provision of $0.9 million for the six months ending October 31, 2012 and $0.5 million for the six months ending October 31, 2011, both due mainly to the increase in the deferred tax liability for indefinite lived assets. Since we cannot determine when this deferred tax liability will reverse, this amount cannot be used as a future source of taxable income against which to benefit deferred tax assets.

Discontinued Operations

*Gain on Disposal of Discontinued Operations, net*

The $0.1 million and $0.7 million gains on disposal of discontinued operations (net of tax) recorded in the three and six months ended October 31, 2011 are due to the additional working capital adjustment and other legal expenses recorded in the first quarter of fiscal year 2012 related to the sale of non-integrated recycling assets and select intellectual property assets to ReCommunity, the company formed by Pegasus Capital Advisors, L.P. and Intersection LLC, and an additional working capital adjustment due to our subsequent collection of receivable balances that were released to us for collection by ReCommunity as a part of the divestiture in the second quarter of fiscal year 2012.

**Segment Reporting (dollars in millions)**

| | Revenues | | Operating Income (Loss) | |
|---|---|---|---|---|
| | Three Months Ended October 31, | | | |
| Segment | 2012 | 2011 | 2012 | 2011 |
| Eastern | $ 44.7 | $ 45.2 | $ (0.9) | $ 0.7 |
| Western | 55.3 | 59.5 | 7.1 | 9.5 |
| Recycling | 9.0 | 13.8 | (0.4) | 2.1 |
| Other | 11.3 | 11.4 | (1.4) | (0.7) |
| Total | $120.3 | $129.9 | $ 4.4 | $ 11.6 |

| | Revenues | | Operating Income (Loss) | |
|---|---|---|---|---|
| | Six Months Ended October 31, | | | |
| Segment | 2012 | 2011 | 2012 | 2011 |
| Eastern | $ 90.9 | $ 90.0 | $ (1.1) | $ 0.9 |
| Western | 108.7 | 116.4 | 13.5 | 18.8 |
| Recycling | 19.4 | 26.7 | (0.4) | 4.3 |
| Other | 22.5 | 24.0 | (1.9) | (2.1) |
| Total | $241.5 | $257.1 | $ 10.1 | $ 21.9 |

*Eastern Region*

Our Eastern region revenues decreased $0.5 million, or 1.1%, for the three months ended October 31, 2012 and increased $0.9 million, or 1.0%, for the six months ended October 31, 2012 when compared to the comparable prior fiscal year periods. The following table provides details associated with the period-to-period changes in revenues (dollars in millions):

| | Period-to-Period Change for the Three Months Ended October 31, 2012 vs. 2011 | | Period-to-Period Change for the Six Months Ended October 31, 2012 vs. 2011 | |
|---|---|---|---|---|
| Eastern Region | Amount | % of Growth | Amount | % of Growth |
| Price | $ 0.1 | 0.2% | $ 0.1 | 0.1% |
| Volume | 0.1 | 0.2% | 1.8 | 2.0% |
| Fuel surcharge | — | 0.0% | (0.1) | -0.1% |
| Commodity price & volume | (0.2) | -0.4% | (0.4) | -0.4% |
| Closed landfill | (0.5) | -1.1% | (0.5) | -0.6% |
| Total revenue | $ (0.5) | -1.1% | $ 0.9 | 1.0% |

*Solid waste revenues*

- The price change component in Eastern region quarterly solid waste revenue decline period-to-period is the result of $0.2 million from favorable collection pricing, offset partially by $0.1 million from unfavorable disposal pricing. The price change component in Eastern region year-to-date solid waste revenue growth period-to-period is the result of $0.4 million from favorable collection pricing, offset partially by $0.3 million from unfavorable disposal pricing.
- The volume change component in Eastern region quarterly solid waste revenue decline period-to-period is the result of $0.8 million from disposal volume increases, which was driven by a $1.5 million increase in landfill volumes, and $0.1 million from organics and processing volume increases, partially offset by $0.8 million from collection volume decreases. The volume change component in Eastern region year-to-date solid waste revenue growth period-to-period is the result of $3.5 million from disposal volume increases, which was driven by a $4.0 million increase in landfill volumes, and $0.1 million from organics and processing volume increases, partially offset by $1.8 million from collection volume decreases.

- The commodity price and volume change component in Eastern region quarterly solid waste revenue decline period-to-period is the result of $0.1 million from commodity volume decreases and $0.1 million from unfavorable pricing. The commodity price and volume change component in Eastern region year-to-date solid waste revenue growth period-to-period is the result of $1.0 million from commodity volume decreases, offset partially by $0.5 million from favorable pricing, which was primarily due to $1.0 million in favorable pricing from organics and processing.
- The closed landfill change component in Eastern region quarterly and year-to-date total solid waste revenue change period-to-period is the result of a landfill in the Eastern region that stopped accepting waste in the three months ended October 31, 2012 based on meeting its permitted capacity.

Eastern region operating income (loss) for the three and six months ended October 31, 2012 decreased by $1.6 million and $2.0 million compared to the comparable prior fiscal year periods. The decrease in operating income (loss) in the three and six months ended October 31, 2012 is the result of an increase in expenses associated with severance costs, divestiture expenses associated with Maine Energy, disposal costs, hauling costs, depletion of landfill operating lease obligations, other landfill costs and landfill amortization, partially offset by a decrease in expenses related to purchased materials, leachate disposal costs and depreciation expense due to the impairment of Maine Energy in the fourth quarter of fiscal year 2012.

*Western Region*

Our Western region revenues decreased $4.2 million, or 7.1%, and $7.7 million, or 6.6%, for the three and six months ended October 31, 2012. The following table provides details associated with the period-to-period change in revenues (dollars in millions):

| | Period-to-Period Change for the Three Months Ended October 31, 2012 vs. 2011 | | Period-to-Period Change for the Six Months Ended October 31, 2012 vs. 2011 | |
|---|---|---|---|---|
| **Western Region** | **Amount** | **% of Growth** | **Amount** | **% of Growth** |
| Price | $ (0.4) | -0.7% | $ (0.2) | -0.2% |
| Volume | (4.1) | -6.9% | (8.3) | -7.1% |
| Fuel surcharge | — | 0.0% | (0.2) | -0.2% |
| Commodity price & volume | (0.7) | -1.2% | (1.1) | -0.9% |
| Acquisitions | 1.0 | 1.7% | 2.1 | 1.8% |
| Total revenue | $ (4.2) | -7.1% | $ (7.7) | -6.6% |

*Solid waste revenues*

- The price change component in Western region quarterly solid waste revenue decline period-to-period is the result of $0.3 million from unfavorable collection pricing and $0.1 million from unfavorable disposal pricing at landfills. The price change component in Western region year-to-date solid waste revenue decline period-to-period is the result of $0.1 million from favorable collection pricing, more than offset by $0.3 million from unfavorable disposal pricing at landfills.
- The volume change component in Western region quarterly solid waste revenue decline period-to-period is the result of $2.5 million from disposal volume decreases, of which $1.9 million relates to landfill volumes, and $1.6 million from collection volume decreases. The volume change component in Western region year-to-date solid waste revenue decline period-to-period is the result of $5.9 million from disposal volume decreases, of which $4.9 million relates to landfill volumes, and $2.4 million from collection volume decreases.
- The commodity price and volume change component in Western region quarterly solid waste revenue decline period-to-period is the result of $0.5 million from unfavorable commodity pricing and $0.2 million from commodity volume decreases. The commodity price and volume change component in Western region year-to-date solid waste revenue decline period-to-period is the result of $0.9 million from unfavorable commodity pricing and $0.2 million from commodity volume decreases.

- The acquisitions change component in Western region quarterly solid waste revenue decline period-to-period is the result of $0.9 million in increased revenues from acquisitions impacting collections and $0.1 million in increased revenues impacting organics and processing. The acquisitions change component in Western region year-to-date solid waste revenue decline period-to-period is primarily the result of $1.7 million in increased revenues from acquisitions impacting collections and $0.3 million in increased revenues impacting organics and processing.

Western region operating income for the three and six months ended October 31, 2012 decreased by $2.4 million and $5.3 million compared to the comparable prior fiscal year periods. The reduction of operating income for the three and six months ended October 31, 2012 is due to a decrease in revenues, along with an increase in expenses related to severance, vehicle maintenance, container maintenance and facility costs, offset by a decrease in expenses that include lower hauling costs, fuel costs, outside labor costs, leachate disposal costs, landfill amortization and legal fees.

*Recycling*

Recycling revenues decreased $4.8 million and $7.3 million when comparing the three and six months ended October 31, 2012 to the comparable prior fiscal year periods driven by $4.9 million and $8.0 million in unfavorable pricing due to declining commodity prices in the marketplace, offset partially by $0.1 million and $0.7 million in volume increases.

Recycling operating income (loss) for the three and six months ended October 31, 2012 decreased by $2.5 million and $4.7 million compared to the comparable prior fiscal year periods due primarily to revenue decline associated with unfavorable commodity prices, offset by decreased operating expenses related to a reduction in recycled material costs.

*Other*

Other revenues decreased $0.1 million and $1.5 million when comparing the three and six months ended October 31, 2012 to the comparable prior fiscal year periods driven by volume declines from major customer accounts, offset partially by volume increases from transportation.

Other operating loss for the three months ended October 31, 2012 increased by $0.7 million compared to the comparable prior fiscal year period due to an increase in expenses related primarily to severance costs associated with the reorganization. Other operating loss for the six months ended October 31, 2012 decreased by $0.2 million compared to the comparable prior fiscal year period due to a reduction in expenses related to hauling costs, labor, benefits and other personnel costs , due primarily to the head count reduction that took place as a part of the reorganization and a reduction in incentive compensation associated with employee awards and bonuses, and legal costs.

**Liquidity and Capital Resources**

Our business is capital intensive. Our capital requirements include acquisitions, fixed asset purchases and capital expenditures for landfill development and cell construction, as well as site and cell closure. Our capital expenditures are broadly defined as pertaining to either growth, maintenance or acquisition activities. Growth capital expenditures are defined as costs related to development of new airspace, permit expansions and new recycling contracts along with incremental costs of equipment and infrastructure added to further such activities. Growth capital expenditures include the cost of equipment added directly as a result of organic business growth, as well as expenditures associated with building infrastructure to increase throughput at transfer stations and recycling facilities. Growth capital expenditures also include those outlays associated with acquiring landfill operating leases, which do not meet the operating lease payment definition, but which were included as a commitment in the successful bid. Maintenance capital expenditures are defined as landfill cell construction costs not related to expansion airspace, costs for normal permit renewals and replacement costs for equipment due to age or obsolescence. Acquisition capital expenditures are defined as costs of equipment added directly as a result of new business growth related to an acquisition.

We had a net working capital deficit of $76.2 million at October 31, 2012 compared to a deficit of $25.5 million at April 30, 2012. Net working capital comprises current assets, excluding cash and cash equivalents, minus current liabilities. The $50.7 million decline in net working capital relates primarily to higher current maturities of long-term debt and capital leases at

October 31, 2012, which increased by $72.6 million from fiscal year end due to the full redemption of the remaining Second Lien Notes on November 8, 2012, and higher accounts payable, which increased by $4.6 million due largely to timing. This was partially offset by higher restricted cash, which increased by $23.6 million due to net proceeds from the offering of additional 2019 Notes being included in restricted cash to refinance the Second Lien Notes, and higher accounts receivable, which increased by $3.5 million due largely to increased revenues in October 2012 compared to April 2012.

Stock Issuance

On October 3, 2012, as a part of a registered public offering we sold 11.5 million shares of Class A common stock with a par value of $0.01 per share at an average price of $4.00 per share. The net proceeds received from the registered public offering, after deducting underwriting discounts, commissions and offering expenses, were $42.1 million and were used to refinance our Second Lien Notes and pay down 2011 Revolver borrowings.

Outstanding Long-Term Debt

*2011 Senior Secured Revolving Credit Facility.* The 2011 Revolver is a $227.5 million revolving credit and letter of credit facility due March 18, 2016 (the "Senior Credit Facility"). We have the right to request, at our discretion, an increase in the amount of the 2011 Revolver by an aggregate amount of $182.5 million, subject to certain conditions set forth in the 2011 Revolver agreement. The 2011 Revolver is guaranteed jointly and severally, fully and unconditionally by all of our significant wholly-owned subsidiaries. We entered into a second amendment to and consent under our Senior Credit Facility on September 20, 2012. The amendment provided us the ability to redeem our Second Lien Notes and adjusted our financial covenants, which become more restrictive over the term of the Senior Credit Facility.

The 2011 Revolver, as amended, is subject to customary affirmative, negative and financial covenants. As of October 31, 2012, these covenants restricted fiscal year capital expenditures to 1.5 times our consolidated depreciation expenses, depletion expenses and landfill amortization expenses, set a minimum interest coverage ratio of 2.00, a maximum consolidated total funded debt to consolidated EBITDA ratio of 5.75 and a maximum senior funded debt to consolidated EBITDA ratio of 2.75. In addition to the financial covenants described above, the 2011 Revolver, as amended, also contains a number of important negative covenants which restrict, among other things, our ability to sell assets, pay dividends, in non-wholly owned entities, repurchase stock, incur debt, grant liens and issue preferred stock. As of October 31, 2012, we were in compliance with all covenants under the indenture governing the Senior Credit Facility and we do not believe that these restrictions impact our ability to meet future liquidity needs except that they may impact our ability to increase our investments in non-wholly owned entities, including the joint ventures to which we are already party to.

As of October 31, 2012, we were in compliance with all financial covenants contained in the 2011 Revolver as follows:

| Senior Secured Credit Facility Covenant | Twelve Months Ended October 31, 2012 | Covenant Requirements at October 31, 2012 |
|---|---|---|
| Total funded debt / Bank-defined cash flow metric (1) | 4.99 | 5.75 Max. |
| Senior funded debt / Bank-defined cash flow metric (1) | 1.53 | 2.75 Max. |
| Interest coverage | 2.20 | 2.00 Min. |

(1) Bank-defined cash flow metric is based on operating results for the twelve months preceding the measurement date, October 31, 2012. A reconciliation of net cash provided by operating activities to bank-defined cash flow metric is as follows (in millions):

| | | Twelve Months Ended October 31, 2012 |
|---|---|---|
| Net cash provided by operating activities | $ | 44.7 |
| Changes in assets and liabilities, net of effects of acquisitions and divestitures | | 0.2 |
| Gain on sale of property and equipment | | 0.5 |
| Stock based compensation, net of excess tax benefit on exercise of share based awards | | (1.6) |
| Asset impairment charge | | (40.7) |
| Loss on debt extinguishment | | (10.0) |
| Loss on derivative instruments | | (3.9) |
| Impairment of equity method investment | | (10.7) |
| Interest expense less discount on Second Lien Notes and Sr. Subordinated Notes | | 45.7 |
| Provision for income taxes, net of deferred taxes | | (0.3) |
| EBITDA adjustment as allowed by Senior Credit Facility Agreement | | 0.8 |
| Other adjustments as allowed by Senior Credit Facility Agreement | | 69.2 |
| Bank—defined cash flow metric | $ | 93.9 |

Further advances were available under the 2011 Revolver in the amount of $133.9 million as of October 31, 2012. The available amount is net of outstanding irrevocable letters of credit totaling $29.7 million as of October 31, 2012, at which date no amount had been drawn.

*2019 Notes.* As of October 31, 2012, we had outstanding $325.0 million aggregate principal amount of the senior subordinated notes due February 15, 2019 (the “2019 Notes”). The 2019 Notes accrue interest at the rate of 7.75% per annum. Interest is payable semiannually in arrears on February 15 and August 15 of each year.

On October 9 2012, we completed the offering of an additional $125.0 million of 7.75% 2019 Notes, which will mature on February 15, 2019. The 2019 Notes were issued at a discount of $1.9 million, which is amortized to interest expense over the life of the 2019 Notes commencing February 15, 2013. The net proceeds from the offering of additional 2019 Notes were used to redeem the early tender of our Second Lien Notes and, together with $50.0 million of 2011 Revolver borrowings, $42.1 million of net equity proceeds from the offering and sale of Class A common stock discussed and other available funds, our remaining Second Lien Notes and to pay related transaction costs. As of October 31, 2012, $23.6 million of net proceeds from the offering of additional 2019 Notes were included in restricted cash to refinance the remaining Second Lien Notes.

The indenture governing the 2019 Notes contains certain negative covenants which restrict, among other things, our ability to sell assets, make investments in joint ventures, pay dividends, repurchase stock, incur debt, grant liens and issue preferred stock. As of October 31, 2012, we were in compliance with all covenants under the indenture governing the 2019 Notes and we do not believe that these restrictions impact our ability to meet future liquidity needs except that they may impact our ability to increase our investments in third parties, including the joint ventures to which we are parties.

The 2019 Notes are fully and unconditionally guaranteed on a senior subordinated basis by substantially all of our existing and future domestic restricted subsidiaries that guarantee our 2011 Revolver and Second Lien Notes.

*Second Lien Notes*. As of October 31, 2012, we had $72.7 million aggregate principal amount of Second Lien Notes outstanding, after we initiated a cash tender and consent solicitation on September 24, 2012 for our then outstanding $180.0 million Second Lien Notes (the “Tender Offer”). On October 9, 2012 we repurchased $107.3 million of our then outstanding Second Lien Notes through the Tender Offer. Holders who tendered the Second Lien Notes prior to the early tender date received $1,060 for each $1,000 in principal amount of Second Lien Notes repurchased, which included a consent payment of $30 per $1,000 in principal amount of Second Lien Notes, plus accrued and unpaid interest to, but not including the early tender offer settlement date. On November 8, 2012, we repurchased the remaining $72.7 million aggregate principal amount of our then outstanding Second Lien Notes. The remaining holders who tendered the Second Lien Notes received $1,055 for each $1,000 in principal amount of Second Lien Notes repurchased, plus accrued and unpaid interest to, but not including the redemption date.

The Second Lien Notes accrued interest at the rate of 11% per annum. Interest was payable semiannually in arrears on January 15, and July 15 of each year. The Second Lien Notes were guaranteed jointly and severally, fully and unconditionally by all of the subsidiaries that guarantee the 2011 Revolver.

Although the Second Lien Notes do not contain financial ratio covenants, they contain certain negative covenants which restrict, among other things, our ability to sell assets, make investments in joint ventures, pay dividends, repurchase stock, incur debt, grant liens and issue preferred stock. As of October 31, 2012, we were in compliance with all covenants under the indenture governing the Second Lien Notes and we do not believe that these restrictions impact our ability to meet future liquidity needs except that they may impact our ability to increase our investments in third parties, including the joint ventures to which we are parties.

*Maine Bonds.* On December 28, 2005, we completed a $25.0 million financing transaction involving the issuance by the Authority of $25.0 million aggregate principal amount of its Solid Waste Disposal Revenue Bonds Series 2005R-1 (the "Bonds"). The Bonds were issued pursuant to an indenture, dated as of December 1, 2005 and were enhanced by an irrevocable, transferable direct-pay letter of credit issued by Bank of America, N.A. Pursuant to a Financing Agreement, dated as of December 1, 2005, by and between us and the Authority, we have borrowed the proceeds of the Bonds to pay for certain costs relating to landfill development and construction, vehicle, container and related equipment acquisition for solid waste collection and transportation services, improvements to existing solid waste disposal, hauling, transfer station and other facilities, other infrastructure improvements, and machinery and equipment for solid waste disposal operations owned and operated by us, or a related party, all located in Maine.

On February 1, 2012, we converted the interest rate period on, and remarketed, $21.4 million aggregate principal amount of the original $25.0 million Bonds. The mandatorily tendered Bonds were converted from a variable rate to a five year fixed term interest rate of 6.25% per annum and included additional covenants and credit support for the benefit of the holders of those Converted Bonds, including guarantees by certain of our subsidiaries. The Converted Bonds are no longer secured by a letter of credit issued by a bank. The remaining $3.6 million aggregate principal amount of outstanding Bonds remain as variable rate bonds secured by a letter of credit issued by a bank. The Bonds and Converted Bonds mature on January 1, 2025.

Summary of Cash Flow Activity

The following table summarizes our cash flows for the six months ended October 31, 2012 and 2011, respectively (in millions):

| | Six Months Ended October 31, | |
|---|---|---|
| | 2012 | 2011 |
| Net cash provided by operating activities | $ 22.4 | $ 41.5 |
| Net cash used in investing activites | $(43.0) | $(39.8) |
| Net cash provided by financing activities | $ 18.0 | $ 0.2 |

*Net cash flows provided by operating activities.* Net cash flows provided by operating activities decreased by $19.1 million from the six months ended October 31, 2011. The most significant items affecting the change in our operating cash flows are summarized below:

- *Loss from continuing operations*. Our loss from continuing operations increased $24.9 million to $29.5 million for the six months ended October 31, 2012 from $4.6 million for the six months ended October 31, 2011. The loss was driven primarily by our operational performance, a loss on derivative instruments of $3.9 million and a loss on debt extinguishment of $9.7 million in the six months ended October 31, 2012. Revenues decreased $15.6 million from the six months ended October 31, 2011. We experienced cost savings within cost of operations, $1.6 million, and general and administration, $3.0 million, from the six months ended October 31, 2011, but expense reductions did not compensate for lower revenues or the $1.8 million in additional severance costs associated with the reorganization in August 2012, resulting in decreased cash flows from operations.

- *Changes in assets and liabilities, net of effects from business acquisitions and divestitures.* Our cash flow from operations was unfavorably impacted in the amount of $2.0 million in the six months ended October 31, 2012 by changes in our assets and liabilities. This change was driven by unfavorable impacts related to our accounts receivable, which is affected by both revenue changes and timing of payments received, accrued expenses and other liabilities, which is affected primarily by cost changes such as interest, the timing of payments, and changes related to accrued capping, closure, and post closure costs and prepaid expenses, inventories and other assets, which is affected primarily by the timing of payments, expense recognition, as well as cost changes. These unfavorable impacts were offset by the favorable impact related to accounts payable, which is affected by both cost changes and timing of payments. This is compared to the six months ended October 31, 2011, when our cash flow from operations was favorably impacted $4.4 million by changes in our assets and liabilities. The unfavorable change of $6.4 million was due primarily to the unfavorable $0.6 million impact associated with accrued expenses and other liabilities, the unfavorable $4.6 million impact associated with the change in accounts payable and the unfavorable $1.4 million impact associated with the change in accounts receivable.

*Net cash used in investing activities*. Net cash used in investing activities increased $3.2 million from the six months ended October 31, 2011. The most significant items affecting the change in our investing cash flows are summarized below:

- *Acquisitions, net of cash acquired*. During the six months ended October 31, 2012, we acquired two solid waste hauling operations. The transactions were in exchange for total consideration of $4.8 million, of which we collected $4.6 million in cash. In the six months ended October 31, 2011 we acquired three solid waste hauling operations and completed the acquisition of McKean County landfill business in Pennsylvania for total consideration of $0.7 million in cash.
- *Divestiture capital expenditures*. During the six months ended October 31, 2012, we had $0.6 million in capital expenditures associated with the ongoing Maine Energy divestiture transaction.
- *Capital expenditures*. Lower capital expenditures by $1.9 million in the six months ended October 31, 2012 related primarily to the timing of projects and a decrease in spending related to Maine Energy, our waste-to-energy facility.

*Net cash provided by financing activities*. Net cash provided by financing activities increased $17.8 million from the six months ended October 31, 2011. The most significant items affecting the change in our financing cash flows are summarized below:

- *Stock issuance*. We sold 11.5 million shares of Class A common stock and received net proceeds from the registered public offering of $42.1 million, after deducting underwriting discounts, commissions and offering expenses.
- *Debt activity*. Increased debt borrowings by $154.1 million associated primarily with the offering of $125.0 million in additional 2019 Notes and additional 2011 Revolver borrowings. This more than offset the $144.9 million in increased debt payments associated primarily with the $107.3 million aggregate principal amount partial redemption of the Second Lien Notes.
- *Restricted cash*. Net proceeds from the offering of additional 2019 Notes totaling $23.6 million were included in restricted cash and reserved to refinance the remaining Second Lien Notes.
- *Tender premium and costs*. A tender premium and tender costs of $6.7 million were paid as a part of the redemption of the Second Lien Notes.

We generally meet liquidity needs from operating cash flow and the 2011 Revolver. These liquidity needs are primarily for capital expenditures for vehicles, containers and landfill development, debt service costs and capping, closure and post-closure expenditures and acquisitions.

Our strategy to hedge against fluctuations in variable interest rates involves entering into interest rate derivative agreements to hedge against adverse movements in interest rates. In fiscal year 2012, we entered into two forward starting interest rate derivative agreements to hedge the interest rate risk associated with the forecasted financing transaction to redeem our Second Lien Notes effective January 15, 2013. The total notional amount of these agreements is $150.0 million and require us to receive interest based on changes in the London Interbank Offered Rate index and pay interest at a rate of approximately 1.40%. The agreements mature on March 15, 2016.

We dedesignated both of the $75.0 million forward starting interest rate derivative agreements and discontinued hedge accounting in accordance with ASC 815-30 during the three months ended October 31, 2012 because the interest payments associated with the forecasted financing transaction were no longer deemed probable. We recognized a $3.6 million loss, reclassified from accumulated other comprehensive loss, as loss on derivative instruments in the three and six months ended October 31, 2012.

We use a variety of strategies to mitigate the impact of fluctuations in commodity prices including entering into fixed price contracts and entering into hedges which mitigate the variability in cash flows generated from the sales of recycled paper at floating prices, resulting in a fixed price being received from these sales. As of October 31, 2012, we were not party to any commodity hedging agreements. For further discussion on commodity price volatility, see "Item 3 — Quantitative and Qualitative Disclosures about Market Risk — Commodity Price Volatility" below.

We have filed a universal shelf registration statement with the Securities and Exchange Commission (the "SEC") pursuant to which we may from time to time issue securities in an amount of up to $250.0 million. Following the stock sale in October 2012, an aggregate of $204.0 million remains available for issuance under the shelf registration statement. Our ability and willingness to issue securities pursuant to this registration statement will depend on market conditions at the time of any such desired offering and therefore we may not be able to issue such securities on favorable terms, if at all.

**Inflation and Prevailing Economic Conditions**

To date, inflation has not had a significant impact on our operations. Consistent with industry practice, most of our contracts provide for a pass-through of certain costs, including increases in landfill tipping fees and, in some cases, fuel costs. We have implemented a fuel surcharge program, which is designed to recover escalating fuel price fluctuations above an expected floor. We therefore believe we should be able to implement price increases sufficient to offset most cost increases resulting from inflation. However, competitive factors may require us to absorb at least a portion of these cost increases.

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

**Limitations on Ownership of Notes**

Pursuant to the first paragraph of Section 2.19 of the 2019 Notes and the provisions of the Converted Bonds, no beneficial holder of the 2019 Notes and/or Converted Bonds is permitted to knowingly acquire 2019 Notes and/or Converted Bonds if such person would own 10% or more of the consolidated debt for which relevant subsidiaries of ours are obligated (and must dispose of 2019 Notes and Converted Bonds or other debt of ours to the extent such person becomes aware of exceeding such threshold), if such ownership would require consent of any regulatory authority under applicable law or regulation governing solid waste operators and such consent has not been obtained. We will furnish to the holders of the 2019 Notes and Converted Bonds, in each quarterly and annual report, the dollar amount of our debt that would serve as the threshold for evaluating a beneficial holder's compliance with these ownership restrictions. As of October 31, 2012, that dollar amount was $48.3 million.

**Critical Accounting Policies and Estimates**

The preparation of our unaudited consolidated financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. On an on-going basis, management evaluates its estimates and assumptions which are based on historical experience and on various other factors that are believed to be reasonable under the circumstances. The results of its 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 significant accounting policies are more fully discussed in Item 8 of our Annual Report on Form 10-K for the year ended April 30, 2012.

**Adoption of New Accounting Pronouncements**

For a description of the new accounting standards adopted that may affect us, see Note 1 to our unaudited consolidated financial statements included under Part I, Item 1 of this Quarterly Report on Form 10-Q.

## ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

**Interest rate volatility**

We had interest rate risk relating to approximately $67.5 million of long-term debt at October 31, 2012. The weighted average interest rate on the variable rate portion of long-term debt was approximately 4.0% at October 31, 2012. Should the average interest rate on the variable rate portion of long-term debt change by 100 basis points, it would have an approximate interest expense change of $0.2 million for the quarter reported.

The remainder of our long-term debt is at fixed rates and not subject to interest rate risk.

We are currently party to two forward starting interest rate derivative agreements to hedge the interest rate risk associated with the forecasted financing transaction to redeem our Second Lien Notes effective January 15, 2013. The total notional amount of these agreements is $150.0 million and require us to receive interest based on changes in the London Interbank Offered Rate index and pay interest at a rate of approximately 1.40%. The agreements mature on March 15, 2016.

We dedesignated both of the $75.0 million forward starting interest rate derivative agreements and discontinued hedge accounting in accordance with ASC 815-30 because the interest payments associated with that portion of the forecasted financing transaction were no longer deemed probable. We recognized a $3.6 million loss, reclassified from accumulated other comprehensive loss, as loss on derivative instruments in the three and six months ended October 31, 2012.

**Commodity price volatility**

Through our Recycling operation, we market a variety of materials, including fibers such as old corrugated cardboard and old newsprint, plastics, glass, ferrous and aluminum metals. We use a number of strategies to mitigate impacts from commodity price fluctuations, such as indexed purchases, floor prices, fixed price agreements, and revenue share arrangements. As of October 31, 2012, we were not party to any commodity hedge contracts. We do not use financial instruments for trading purposes and are not a party to any leveraged derivatives.

If commodity prices were to have changed by 10% in the quarter ended October 31, 2012, management's estimate of the impact on our operating income for such quarter is between $0.1 million and $0.5 million. Our sensitivity to changes in commodity prices is complex because each customer contract is unique relative to revenue sharing, tipping or processing fees and other arrangements. The above estimated ranges of operating income impact may not be indicative of future operating results and actual results may vary materially.

## ITEM 4. CONTROLS AND PROCEDURES

a) *Evaluation of disclosure controls and procedures*. Our management, with the participation of the chief executive officer and chief financial officer, evaluated the effectiveness of our disclosure controls and procedures as of October 31, 2012. The term "disclosure controls and procedures," as defined in Rules 13a-15(e) and 15d-15(e) under the 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 SEC'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 our management, including the 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 October 31, 2012, our chief executive officer and chief financial officer have concluded that, as of such date, our disclosure controls and procedures were effective at the reasonable assurance level.

b) *Changes in internal controls.* 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 fiscal quarter ended October 31, 2012 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

## PART II. OTHER INFORMATION

### ITEM 1. LEGAL PROCEEDINGS

In the ordinary course of our business and as a 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 alleging environmental damage or violations of the permits and licenses pursuant to which we operate. In addition, we have been 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 the waste management business.

In accordance with ASC 450-20, we accrue for legal proceedings when losses become probable and reasonably estimable. 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 ASC 450-20-25-2. In instances where we determine that a loss is probable and we can reasonably estimate a range of losses 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 ASC 450-20-25-3. As of October 31, 2012, there were no accruals established related to our outstanding legal proceedings.

We offer no prediction of the outcome of any of the proceedings or negotiations described below. We are vigorously defending each of the unresolved lawsuits and claims described below. However, litigation is subject to inherent uncertainty and there can be no guarantee we will prevail or that any judgments against us, if sustained on appeal, will not have a material adverse effect on our business, financial condition, results of operations or cash flows.

*Penobscot Energy Recovery Company Matter*

On May 31, 2011, we received formal written notice from the Penobscot Energy Recovery Company (“PERC”) submitting to arbitration what it alleges is a disputed invoice in the amount of approximately $3.2 million dated March 2, 2011. PERC contended that Pine Tree Waste, Inc., our subsidiary, failed since 2001 to honor a “put-or-pay” waste disposal arrangement. Arbitration of this matter was initiated, but in January 2012 a global settlement was reached in principle and memorialized in a letter of intent dated February 1, 2012, which documented the final terms of the settlement and dismissal of the arbitration action. The final global settlement documents were executed effective October 1, 2012. Pursuant to the terms of the settlement we will not be required to make a cash payout. We anticipate that there may be nonmaterial incremental operational expenses that arise from implementing the terms of the settlement with regard to waste deliveries.

*New York State Tax Litigation Matter*

On January 18, 2011, certain of our subsidiaries doing business in New York State received a Notice of Deficiency from the New York State Department of Taxation and Finance asserting liability for corporation franchise tax for one or more of the tax years ended April 30, 2004 through April 30, 2006. The Notices, in the aggregate, assert liability of $3.9 million, comprising $2.2 million of tax and $1.7 million of penalties and interest. New York State has alleged that we are not permitted to file a single combined corporation franchise tax return with our subsidiaries for each of the years audited.

We filed Petitions for Redetermination (“Petitions”) with the State of New York Division of Tax Appeals on April 13-14, 2011, and an administrative hearing before a single tax tribunal administrative law judge on all Petitions that was scheduled for December 12, 2012 has been rescheduled to April 17-19, 2013. We expect to aggressively defend against this claim through the administrative adjudication and appeals process and the courts, if necessary. Under ASC 740, we believe our position will more likely than not be successful in contesting the deficiencies and consequently, we have not established any reserve for this matter.

Environmental Liability

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 a result of the contamination of drinking water sources or soil, possibly including damage resulting from conditions existing 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.

On December 20, 2000, the State of New York Department of Environmental Conservation ("DEC") issued an Order on Consent ("Order") which named Waste-Stream, Inc. ("WSI"), our subsidiary, General Motors Corporation ("GM") and Niagara Mohawk Power Corporation ("NiMo") as Respondents. The Order required that the Respondents undertake certain work on a 25-acre scrap yard and solid waste transfer station owned by WSI, including the preparation of a Remedial Investigation and Feasibility Study (the "Study"). A draft of the Study was submitted to DEC in January 2009 (followed by a final report in May 2009). The Study estimated that the undiscounted costs associated with implementing the preferred remedies will be approximately $10.2 million and it is unlikely that any costs relating to onsite remediation will be incurred until fiscal year 2014. On February 28, 2011, the DEC issued a Proposal Remedial Action Plan for the site and accepted public comments on the proposed remedy through March 29, 2011. We submitted comments to the DEC on this matter. In April 2011, the DEC issued the final Record of Decision ("ROD") for the site. The ROD was subsequently rescinded by the DEC for failure to respond to all submitted comments. The preliminary ROD, however, estimated that the present cost associated with implementing the preferred remedies would be approximately $12.1 million. The DEC issued the final ROD in June 2011 with proposed remedies consistent with its earlier ROD. A new Order on Consent and Administrative Settlement naming WSI and NiMo as Respondents was received by us on November 13, 2012, requiring that we enter into a Consent Order with DEC within 60 days and mandating implementation of the ROD.

WSI is jointly and severally liable for the total cost to remediate and we initially expected to be responsible for approximately 30% upon implementation of a cost-sharing agreement with NiMo and GM. Based on these estimates, we recorded an environmental remediation charge of $2.8 million in the third quarter of fiscal year 2009. In fiscal year 2009, we recognized an additional charge of $1.5 million, representing an additional 15% of the estimated costs, in recognition of the deteriorating financial condition and eventual bankruptcy filing of GM. In fiscal year 2010, we recognized an additional charge of $0.3 million based on changes in the expected timing of cash outflows. Based on the estimated costs in the ROD, and changes in the estimated timing of cash flows, we recorded an environmental remediation charge of $0.5 million in fiscal year 2011. Such charges could be significantly higher if costs exceed estimates. We inflate these estimated costs in current dollars until the expected time of payment and discount the cost to present value using a risk free interest rate (2.7%). At October 31, 2012 and April 30, 2012, we have recorded liabilities of $5.3 million and $5.2 million, respectively, including the recognition of thirty-four thousand dollars and sixty nine thousand dollars of accretion expense in the in the three and six months ended October 31, 2012 and 2011, respectively.

In September 2011, the DEC settled its environmental claim against the estate of the former GM (known as the "Motors Liquidation Trust") for future remediation costs relating to the WSI site for face value of $3.0 million. In addition, in November 2011 we settled our own claim against the Motors Liquidation Trust for face value of $0.1 million. These claims will be paid by GM in warrants to obtain stock of the reorganized GM. We expect the warrants to be issued in fiscal year 2013. We have not assumed that the payment of these claims will reduce our exposure.

## ITEM 1A. RISK FACTORS

Our business is subject to a number of risks, including those identified in Item 1A, "Risk Factors" of our 2012 Annual Report on Form 10-K for the year ended April 30, 2012, 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. As of October 31, 2012, there have been no material changes to the risk factors disclosed in our Annual Report on Form 10-K for the year ended April 30, 2012. We may disclose additional changes to our risk factors or disclose additional factors from time to time in our future filings with the SEC.

## ITEM 6. EXHIBITS

The exhibits that are filed as part of this Quarterly Report on Form 10-Q or that are incorporated by reference herein are set forth in the Exhibit Index hereto.

SIGNATURE

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

Casella Waste Systems, Inc.

Date: December 4, 2012

By: /s/ Edwin D. Johnson
Edwin D. Johnson
Senior Vice President and Chief Financial Officer
(Principal Financial and Accounting Officer and Duly Authorized Officer)

## Exhibit Index

| | |
|---|---|
| 10.3 + | Second Amendment to Amended and Restated Credit Agreement and Consent. |
| 12.1 + | Statement of Computation of Ratio of Earnings to Fixed Charges and Earnings to Combined Fixed Charges and Preferred Stock Dividends. |
| 31.1 + | Certification of John W. Casella, Chairman of the Board of Directors and Chief Executive Officer pursuant to Section 302 of the Sarbanes – Oxley Act of 2002. |
| 31.2 + | Certification of Edwin D. Johnson, Senior Vice President and Chief Financial Officer pursuant to Section 302 of the Sarbanes – Oxley Act of 2002. |
| 32.1 ++ | Certification pursuant to 18 U.S.C. Section 1350 of John W. Casella, Chairman of the Board of Directors and Chief Executive Officer, pursuant to Section 906 of the Sarbanes – Oxley Act of 2002. |
| 32.2 ++ | Certification pursuant to 18 U.S.C. Section 1350 of Edwin D. Johnson, Senior Vice President and Chief Financial Officer, pursuant to Section 906 of the Sarbanes – Oxley Act of 2002. |
| 101.INS | XBRL Instance Document.** |
| 101.SCH | XBRL Taxonomy Extension Schema Document.** |
| 101.CAL | XBRL Taxonomy Calculation Linkbase Document.** |
| 101.LAB | XBRL Taxonomy Label Linkbase Document.** |
| 101.PRE | XBRL Taxonomy Presentation Linkbase Document.** |
| 101.DEF | XBRL Taxonomy Extension Definition Linkbase Document.** |

** - Submitted Electronically Herewith. Attached as Exhibit 101 to this report are the following formatted in XBRL (Extensible Business Reporting Language): (i) Consolidated Balance Sheets as of October 31, 2012 and April 30, 2012, (ii) Consolidated Statements of Operations for the three months ended October 31, 2012 and 2011, (iii) Consolidated Statements of Comprehensive Loss for the three and six months ended October 31, 2012 and 2011, (iv) Consolidated Statement of Stockholders' Equity for the six months ended October 31, 2012, (v) Consolidated Statements of Cash Flows for the six months ended October 31, 2012 and 2011, and (vi) Notes to Consolidated Financial Statements.

In accordance with Rule 406T of Regulation S-T, the XBRL related information in Exhibit 101 to this Quarterly Report on Form 10-Q is deemed not filed or part of a registration statement or prospectus for purposes of sections 11 or 12 of the Securities Act, is deemed not filed for purposes of section 18 of the Exchange Act, and otherwise is not subject to liability under these sections.

\+ - Filed Herewith
++ - Furnished Herewith

**Exhibit 10.3**

**SECOND AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT AND CONSENT**

This **SECOND AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT AND CONSENT** (this "Second Amendment") is made and entered into as of the 20th day of September, 2012, by and among **CASELLA WASTE SYSTEMS, INC.**, a Delaware corporation (the "Parent"), its Subsidiaries listed on Schedule 1 to the Amended and Restated Credit Agreement, dated as of March 18, 2011 (as the same may be amended and in effect from time to time, the "Credit Agreement") (together with the Parent, collectively, the "Borrowers"), the Lenders party thereto, and **BANK OF AMERICA, N.A.**, as Administrative Agent, Swing Line Lender and L/C Issuer.

**WHEREAS**, the Parent previously issued 11% Senior Second Lien Notes Due 2014 in an original principal amount of $180,000,000 (the "Second Lien Notes") pursuant to that certain Indenture, dated as of July 9, 2009, between the Parent and Wilmington Trust Company;

**WHEREAS**, the Parent previously issued 7 3/4% Senior Subordinated Notes Due 2019 in an original principal amount of $200,000,000 (the "2011 Senior Subordinated Notes") pursuant to that certain Indenture, dated as of February 7, 2011 (as modified from time to time, the "Senior Subordinated Notes Indenture"), between the Parent and U.S. Bank National Association, as trustee;

**WHEREAS**, the Parent has advised the Administrative Agent and the Lenders that, as more particularly described in the summary attached hereto as Exhibit A (the "Transaction Summary"), it plans to issue additional Senior Subordinated Notes in an aggregate principal amount at least equal to $125,000,000 pursuant to the Senior Subordinated Notes Indenture (such notes, the "2012 Senior Subordinated Notes") and apply the Net Cash Proceeds of such issuance, along with funds raised from one or more Equity Issuances and Committed Loans advanced under the Credit Agreement, to refinance the Second Lien Notes in the minimum principal amount of $175,000,000, including all principal, interest, fees, premium or other amounts payable in connection therewith (such transaction, the "Second Lien Refinancing");

**WHEREAS**, the Borrowers, the Administrative Agent and Required Lenders previously entered into that certain First Amendment to Amended and Restated Credit Agreement and Consent, dated as of April 27, 2012 (the "First Amendment"), pursuant to which the Required Lenders, among other things, consented to the Target Acquisition (as defined in the First Amendment); and

**WHEREAS**, the Borrowers have requested that each of the Lenders agree, and Lenders constituting "Required Lenders" under the terms of the Credit Agreement are willing to agree, on the terms and subject to the conditions set forth herein, (a) to consent to use up to $50,000,000 of the Committed Loans in connection with the Second Lien Refinancing and, in connection with such consent, to waive or amend certain provisions of the Credit Agreement, (b) to make certain acknowledgments regarding the funding of the Target Acquisition, and (c) to amend certain provisions of the Credit Agreement.

**NOW, THEREFORE,** in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. Definitions; Loan Document**. Capitalized terms used herein without definition shall have the meanings assigned to such terms in the Credit Agreement. This Second Amendment shall constitute a Loan Document for all purposes of the Credit Agreement and the other Loan Documents.

**2. Amendments to Section 1.01 (Defined Terms) of the Credit Agreement**. Section 1.01 of the Credit Agreement is hereby amended by:

(i) Inserting the following definitions in the appropriate alphabetical order:

"“Excluded Interim Second Lien Debt” has the meaning assigned thereto in the Second Amendment.”

"“New Equity Raise” means one or more Equity Issuances after the Second Amendment Date pursuant to which the Parent has received at least $60,000,000 in aggregate net cash proceeds (excluding up to $50,000,000 in the aggregate of proceeds of the Parent’s follow-on common equity offering being conducted in connection with the refinancing of the Second Lien Notes described in the Transaction Summary attached to the Second Amendment, to the extent such proceeds are used to finance the repayment of Second Lien Notes and/or the Target Acquisition or to repay Committed Loans).”

"“Second Amendment” means that certain Second Amendment to Amended and Restated Credit Agreement and Consent, dated as of September 20, 2012, among the Borrowers, the Administrative Agent and Lenders constituting Required Lenders.”

"“Second Amendment Date” means September 20, 2012.”

(ii) Amending the definition of “Additional Debt Raise” contained therein by (i) deleting the reference to “$125,000,000” contained therein and replacing it with a reference to “$75,000,000” and (ii) deleting the reference to “$200,000,000” contained therein and replacing it with a reference to “$150,000,000”.

(iii) Amending clause (a) of the definition of “Consolidated Adjusted Net Income” by re-designating the first subclause (xi) thereof as subclause (x) thereof (i.e., correcting the existing numbering).

(iv) Further amending clause (a) of the definition of “Consolidated Adjusted Net Income” by inserting the following subclause (xii) at the end thereof: “(xii) cash charges in connection with severance and reorganization in an aggregate amount not to exceed $3,000,000 from and after the Closing Date;”.

(v) Further amending clause (a) of the definition of "Consolidated Adjusted Net Income" by inserting the following subclause (xiii) at the end thereof: "and (xiii) non-cash charges associated with interest rate derivatives deemed to be ineffective;".

(vi) Amending the definition of "Consolidated Total Interest Expense" by deleting the word "and" immediately preceding clause (d) thereof and inserting the following clause (e) at the end thereof: ", and (e) non-cash interest expense associated with interest rate derivatives."

**3. Amendment to Section 2.14(a) (Request for Accordion Advance) of the Credit Agreement.** Effective upon the offer by the Parent to purchase at least $175,000,000 of the Second Lien Notes, Section 2.14(a) of the Credit Agreement is hereby amended by deleting the two provisos contained in the first sentence thereof in their entirety and replacing them with the following (provided, for the avoidance of doubt, that prior to such offer to purchase, the two existing provisos set forth in the first sentence of Section 2.14(a) of the Credit Agreement, without giving effect to this Second Amendment, shall continue to apply notwithstanding the effectiveness of this Second Amendment):

"provided that the aggregate amounts so requested under clauses (i) and (ii) above after the date hereof (excluding any such amounts to the extent used to prepay term loans or replace Revolving Commitments) shall not exceed $100,000,000; and provided, further, that, after giving effect to any such Accordion Advance, the sum of the Total Facility Amount shall not at any time exceed $327,500,000 in the aggregate (minus any and all permanent reductions of the Aggregate Commitments previously voluntarily effected by the Borrowers pursuant to Section 2.06 or prepayments of any term loan advanced hereunder from time to time and then outstanding (other than in connection with a replacement term loan or a replacement revolving credit facility under this Section 2.14))"

**4. Amendments to Section 7.03(k) (Indebtedness) of the Credit Agreement**. Section 7.03(k) of the Credit Agreement is hereby amended by deleting the reference therein to "$350,000,000" contained therein and replacing it with the following: "$450,000,000." Section 7.03(k)(B) of the Credit Agreement is hereby amended by deleting each reference therein to "$350,000,000" and "$400,000,000" contained therein and replacing with the following, respectively: "$450,000,000" and "$500,000,000".

**5. Amendments to Section 7.11 (Financial Covenants) of the Credit Agreement**. Effective upon the offer by the Parent to purchase at least $175,000,000 of the Second Lien Notes, Section 7.11 of the Credit Agreement is hereby amended by deleting such Section in its entirety and substituting in lieu thereof the following (provided, for the avoidance of doubt, that prior to such offer to purchase, the existing financial covenants set forth in 7.11 of the Credit Agreement, without giving effect to this Second Amendment, shall continue to apply notwithstanding the effectiveness of this Second Amendment):

"**7.11 Financial Covenants**. For the avoidance of doubt, notwithstanding anything to the contrary in the Agreement, it is understood that the following financial covenants shall be calculated exclusive of the assets, liabilities (except for liabilities of the Excluded Subsidiaries that are recourse to the Borrowers), net worth and operations of the Excluded Subsidiaries.

(a) Minimum Interest Coverage Ratio. The Borrowers shall not permit the ratio of (a) Consolidated EBITDA for the period of four (4) consecutive fiscal quarters then ending to (b) Consolidated Total Interest Expense for such period to be less than the ratio set forth below opposite such fiscal quarter:

| Four Fiscal Quarters Ending | Minimum Interest Coverage Ratio |
|---|---|
| October 31, 2012 through January 31, 2013 | 2.00:1.00 |
| April 30, 2013 | 2.15:1.00 |
| July 31, 2013 through January 31, 2014 | 2.25:1.00 |
| April 30, 2014 and thereafter | 2.50:1.00 |

(b) Maximum Consolidated Total Funded Debt to Consolidated EBITDA. The Borrowers shall not permit the ratio of (a) Consolidated Total Funded Debt as of such date to (b) Consolidated EBITDA for the period of four (4) consecutive fiscal quarters then ending to exceed the ratio set forth below opposite such fiscal quarter; provided, however, that for each fiscal quarter ending on or after the date on which the Borrowers have consummated the New Equity Raise, each of the ratios set forth below shall be reduced by 50 basis points:

| Four Fiscal Quarters Ending | Maximum Consolidated Total Funded Debt to Consolidated EBITDA |
|---|---|
| October 31, 2012 through January 31, 2013 | 5.75:1.00 |
| April 30, 2013 through January 31, 2014 | 5.50:1.00 |
| April 30, 2014 through January 31, 2015 | 5.25:1.00 |
| April 30, 2015 through January 31, 2016 | 4.75:1.00 |
| April 30, 2016 and thereafter | 4.50:1.00 |

Notwithstanding the foregoing, solely for the purposes of calculating Consolidated Total Funded Debt to Consolidated EBITDA pursuant to this Section 7.11(b), neither Excluded Interim Sub Debt nor Excluded Interim Second Lien Debt shall be included in Consolidated Total Funded Debt during any period in which (and for so long as) such Excluded Interim Sub Debt or Excluded Interim Second Lien Debt is properly designated as such under and in accordance with Section 7.03(k) or the Second Amendment, as applicable.

(c) Maximum Consolidated Senior Funded Debt to Consolidated EBITDA. The Borrowers shall not permit the ratio of (a) Consolidated Senior Funded Debt as of such date to (b) Consolidated EBITDA for the period of four (4) consecutive fiscal quarters then ending to exceed the ratio set forth below opposite such fiscal quarter:

| Four Fiscal Quarters Ending | Maximum Consolidated Senior Funded Debt to Consolidated EBITDA |
|---|---|
| October 31, 2012 and thereafter | 2.75:1.00 |

(d) Maximum Capital Expenditures. During any fiscal year and tested at the end of each fiscal year, the Borrowers and Non-Borrower Subsidiaries shall not make any Capital Expenditure (or become legally obligated to make such expenditures during such fiscal year) other than Capital Expenditures for properties and assets used in the operation of the Borrowers' or Non-Borrowers' business not exceeding 1.5 times the sum of the Borrowers' and the Non-Borrower Subsidiaries' consolidated depreciation expenses, depletion expenses and landfill amortization expenses in such fiscal year."

**6. Amendment to Form of Compliance Certificate**. Effective upon the closing of this Second Amendment, Exhibit D to the Credit Agreement (Form of Compliance Certificate) is hereby amended and restated in its entirety by the Exhibit D attached hereto as Annex 1. Effective upon the offer by the Parent to purchase at least $175,000,000 of the Second Lien Notes, Exhibit D to the Credit Agreement (Form of Compliance Certificate) is hereby amended and restated in its entirety by the Exhibit D attached hereto as Annex 2.

**7. Consent to Second Lien Refinancing.** Subject to the conditions to effectiveness set forth in Paragraph 11 below, the Administrative Agent and the Lenders party hereto hereby consent to the Second Lien Refinancing and acknowledge and agree to the following in connection therewith:

(i) The Maturity Date shall be deemed to be March 18, 2016 for all purposes under the Credit Agreement following the consummation of the Second Lien Refinancing in Full (as defined in the Transaction Summary) or any other refinancing of the Second Lien Notes in full (including principal, interest, premium and other amounts due thereunder) in accordance with the terms of the Credit Agreement (including Section 2.07(a) thereof) on or before March 1, 2014. In the event that the consummation of the Second Lien Refinancing in Full (as defined in the Transaction Summary) has not occurred, or the Second Lien Notes are not otherwise so refinanced in full, in each case on or before March 1, 2014, the Maturity Date shall be March 31, 2014. Section 2.07(a) of the Credit Agreement is hereby deemed to be amended to reflect the Administrative Agent's and Required Lenders' acknowledgment and consent under this subparagraph (i).

(ii) The application of no more than $50,000,000 of Committed Loans under the Credit Agreement to the consummation of the Second Lien Refinancing shall be a permitted use of Committed Loan proceeds under the Credit Agreement notwithstanding anything to the contrary set forth in Section 5.04 of the Credit Agreement. Section 5.04 of the Credit Agreement is hereby deemed to be amended to reflect the Administrative Agent's and Required Lenders' acknowledgment and consent under this subparagraph (ii).

(iii) Notwithstanding anything to the contrary set forth in Section 7.03(k) of the Credit Agreement or the definition of Second Lien Notes, (w) the 2012 Senior Subordinated Notes will be treated solely as Senior Subordinated Notes (and not Second Lien Notes) for all purposes under the Credit Agreement, (x) the Indebtedness of the Borrowers evidenced by the 2012 Senior Subordinated Notes will be treated solely as Senior Subordinated Debt for all purposes under the Credit Agreement, (y) the Senior Subordinated Notes Indenture will be treated solely as a "Senior Subordinated Notes Indenture" (and not a Second Lien Notes Indenture) for all purposes under the Credit Agreement, and (z) all documents, instruments, agreements and indentures entered into or executed in connection with the 2012 Senior Subordinated Notes will be treated solely as Senior Subordinated Debt Documents (and not Second Lien Notes Documents) for all purposes under the Credit Agreement. Section 7.03(k) of the Credit Agreement is hereby deemed to be amended to reflect the Administrative Agent's and Required Lenders' acknowledgment and consent under this subparagraph (iii).

(iv) The repurchase of the Second Lien Notes pursuant to the Second Lien Refinancing constitutes a permitted Investment under Section 7.02(m) of the Credit Agreement notwithstanding anything to the contrary set forth therein. Section 7.02(m) of the Credit Agreement is hereby deemed to be amended to reflect the Administrative Agent's and Required Lenders' acknowledgment under this subparagraph (iv).

(v) The tender for the Second Lien Notes in connection with the Second Lien Refinancing as described in the Transaction Summary, or any other offer to purchase, or redemption or repurchase of, the Second Lien Notes that complies with the terms of the Credit Agreement, does not constitute an Event of Default under Section 8.01(n) of the Credit Agreement notwithstanding anything to the contrary set forth therein. Section 8.01(n) of the Credit Agreement is hereby deemed to be amended to reflect the Administrative Agent's and the Required Lenders' acknowledgment under this subparagraph (v).

(vi) If, in connection with the Second Lien Refinancing or other refinancing of the Second Lien Notes in connection with the issuance of the 2012 Senior Subordinated Notes, certain of the Second Lien Notes intended to be refinanced are not tendered to, discharged by or otherwise satisfied by, the Borrowers substantially simultaneously with (and, in any event within one (1) Business Day after) the issuance of the 2012 Senior Subordinated Notes, as contemplated by the Borrowers in the Transaction Summary in connection with the Second Lien Refinancing or other refinancing of the Second Lien Notes in connection with the issuance of the 2012 Senior Subordinated Notes (the aggregate outstanding principal amount of the Second Lien Notes not so tendered, discharged or satisfied, the "Interim Second Lien Debt") the Borrowers may elect to exclude all or any portion of such Interim Second Lien Debt from covenant calculations for purposes of Section 7.11(b) (any Interim Second Lien Debt so excluded, "Excluded

Interim Second Lien Debt") so long as the Deposit Conditions (defined below) are met (and continue to be met) with respect to such Interim Second Lien Debt (and in the event that any of the Deposit Conditions cease to be met on any date, including that such Interim Second Lien Debt is outstanding for more than ninety (90) days, such Interim Second Lien Debt shall no longer be excluded from the covenants under Section 7.11(b) as of such date and shall no longer constitute Excluded Interim Second Lien Debt). The failure of any of the Deposit Conditions to be met at any time with respect to any Interim Second Lien Debt shall cause such Interim Second Lien Debt to cease to be Excluded Interim Second Lien Debt.

The "Deposit Conditions" shall mean, with respect to any Excluded Interim Second Lien Debt, the satisfaction (and continued satisfaction) of each of the following conditions with respect to such Indebtedness: (x) Net Cash Proceeds of the issuance of the 2012 Senior Subordinated Notes in an amount equal to the principal amount of such Excluded Interim Second Lien Debt is deposited by the Borrowers with the Administrative Agent and maintained in a blocked deposit account at Bank of America pending the redemption, repayment, discharge or other satisfaction thereof and such deposit account is pledged to the Administrative Agent for the benefit of the Secured Parties to secure the Obligations (it being acknowledged that such funds shall be released in connection with the redemption, repayment, discharge or other satisfaction of such Excluded Interim Second Lien Debt in a manner that does not violate the terms of the Second Lien Notes Documents); (y) the Borrowers shall commence the redemption, repayment, discharge or other satisfaction of such Excluded Interim Second Lien Debt in a manner that does not violate the terms of the Second Lien Notes Documents (subject to any contractual notice periods required therein) within five (5) Business Days following the issuance of the 2012 Senior Subordinated Notes; and (z) such Excluded Interim Second Lien Debt is in fact redeemed, repaid, discharged or otherwise satisfied as soon as practicable under the Second Lien Notes Documents or otherwise and, in any event, within ninety (90) days following the issuance of the 2012 Senior Subordinated Notes.

(vii) The Borrowers hereby agree to provide the Administrative Agent with all consents and other documentation as the Administrative Agent shall require related to (w) the issuance of the 2012 Senior Subordinated Notes, (x) the tender, redemption and/or all other actions taken with respect to the repayment of the Second Lien Notes, (y) any concurrent Equity Issuance, and (z) any Interim Second Lien Debt.

**8. Source of Funds for the Target Acquisition**. Notwithstanding the requirement set forth in paragraph 2 of Annex 3 of the First Amendment that the Parent fund the Target Acquisition with the proceeds of an Equity Issuance, the Parent shall be permitted to use proceeds of Committed Loans under the Credit Agreement to pay the purchase consideration for the Target Acquisition so long as the Borrowers previously received proceeds of an Equity Issuance in an amount equal to or greater than the purchase consideration for the Target Acquisition (such purchase consideration amount, the "Acquisition Equity") and applied proceeds in an amount at least equal to the Acquisition Equity to the prepayment of Committed Loans in accordance with Section 2.05(a) of the Credit Agreement.

**9. No Waiver**. Nothing contained herein shall be deemed to (i) constitute a waiver of any Default or Event of Default that may heretofore or hereafter occur or have occurred and be continuing or, except as expressly set forth herein, to otherwise modify any provision of the Credit Agreement or any other Loan Document, or (ii) give rise to any defenses or counterclaims to the Administrative Agent's or any of the Lenders' right to compel payment of the Obligations when due or to otherwise enforce their respective rights and remedies under the Credit Agreement and the other Loan Documents.

**10. Amendment Fee**. The Borrowers hereby jointly and severally promise to pay to each existing Lender which consents to this Second Amendment, in consideration of each such Lender entering into this Second Amendment, a fee in an amount equal to 25 basis points of such Lender's Revolving Commitment as of the date hereof (the "Amendment Fees"). The Amendment Fees shall be fully-earned as of the date hereof and shall be non-refundable.

**11. Conditions to Effectiveness**. This Second Amendment shall become effective as of the date when each of the following conditions is satisfied:

(a) The Administrative Agent's receipt of the following, each of which shall be originals or telecopies (followed promptly by originals) unless otherwise specified, each dated as of the date hereof and each in form and substance satisfactory to the Administrative Agent unless otherwise specified:

(i) counterparts of this Second Amendment, properly executed by a Responsible Officer of each of the Borrowers, and sufficient in number for distribution to each party hereto;

(ii) such certificates of resolutions or other action, incumbency certificates and/or other certificates of Responsible Officers of each Borrower as the Administrative Agent may reasonably require evidencing the identity, authority and capacity of each Responsible Officer thereof authorized to act as a Responsible Officer in connection with this Second Amendment;

(iii) a favorable opinion of Wilmer, Cutler, Pickering, Hale and Dorr, LLP, counsel to the Parent and the other Borrowers organized in New York, Delaware, Virginia and Massachusetts, addressed to the Administrative Agent and the Lenders, in form and substance satisfactory to the Administrative Agent;

(iv) a certificate signed by a Responsible Officer of each Borrower certifying (A) that the conditions specified in this Paragraph 11 and Section 4.02(a) and (b) of the Credit Agreement have been satisfied and (B) that there has been no event or condition since the date of the audited financial statements of the Parent and its Subsidiaries for the fiscal year ended April 30, 2012, that has had or could be reasonably expected to have, either individually or in the aggregate, a Material Adverse Effect; and

(v) such other assurances, certificates, documents, consents or opinions as the Administrative Agent reasonably may require.

(b) The Borrowers shall have paid to the Administrative Agent, for the accounts of the applicable Lenders, the Amendment Fee.

(c) The Borrowers shall have paid all fees, charges and disbursements of counsel (including any local counsel) to the Administrative Agent (directly to such counsel if requested by the Administrative Agent) to the extent invoiced prior to or on the date hereof.

**12. Representations and Warranties**. The Borrowers jointly and severally represent and warrant to the Administrative Agent and the Lenders as follows:

(a) The execution, delivery and performance of this Second Amendment and the transactions contemplated hereby (including the Second Lien Refinancing) (i) are within the corporate (or the equivalent company or partnership) authority of each of the Borrowers, (ii) have been duly authorized by all necessary corporate (or other) proceedings, (iii) do not conflict with or result in any material breach or contravention of any provision of law, statute, rule or regulation to which any of the Borrowers is subject or any judgment, order, writ, injunction, license or permit applicable to any of the Borrowers so as to materially adversely affect the assets, business or any activity of the Borrowers, and (iv) do not conflict with any provision of the corporate charter, articles or bylaws (or equivalent other company or partnership documents) of the Borrowers or any agreement or other instrument binding upon the Borrowers, including, without limitation, the Senior Subordinated Notes Indenture, the Second Lien Notes Indenture and the Indenture governing the 2005 Fame Bonds.

(b) The execution, delivery and performance of this Second Amendment will result in valid and legally binding obligations of the Borrowers enforceable against each in accordance with the respective terms and provisions hereof and thereof, except as enforceability is limited by bankruptcy, insolvency, reorganization, moratorium or other Applicable Laws relating to or affecting generally the enforcement of creditors' rights and except to the extent that availability of the remedy of specific performance or injunctive relief or other equitable remedy is subject to the discretion of the court before which any proceeding therefor may be brought.

(c) The execution, delivery and performance by the Borrowers of this Second Amendment and the transactions contemplated hereby (including the Second Lien Refinancing, as more fully described in the Transaction Summary) do not require any approval or consent of, or filing with, any governmental agency or authority other than those already obtained in writing (copies of which have been delivered to the Administrative Agent), if any.

(d) The representations and warranties contained in Article V of the Credit Agreement are true and correct in all material respects as of the date hereof as though made on and as of the date hereof, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct as of such earlier date and except to the extent of changes resulting from transactions contemplated or permitted by the Credit Agreement as amended by the Second Amendment and changes occurring in the ordinary course of business which singly or in the aggregate do not have a Material Adverse Effect. For purposes of this Paragraph 12(d), the representations and warranties contained in Section 5.05(a) of the Credit Agreement shall be deemed to refer to the most recent statements furnished pursuant to Section 6.04(a) of the Credit Agreement.

(e) Both before and after giving effect to this Second Amendment and the transactions contemplated hereby (including the Second Lien Refinancing), no Default or Event of Default under the Credit Agreement has occurred and is continuing.

**13. Ratification, etc**. Except as expressly amended hereby, the Credit Agreement, the other Loan Documents and all documents, instruments and agreements related thereto are hereby ratified and confirmed in all respects and shall continue in full force and effect. This Second Amendment and the Credit Agreement shall hereafter be read and construed together as a single document, and all references in the Credit Agreement, any other Loan Document or any agreement or instrument related to the Credit Agreement shall hereafter refer to the Credit Agreement as amended by this Second Amendment.

**14. GOVERNING LAW. THIS SECOND AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.**

**15. Counterparts**. This Second Amendment may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Second Amendment by telecopy shall be as effective as delivery of an original executed counterpart of this Second Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, each of the undersigned has duly executed this Second Amendment to Amended and Restated Credit Agreement and Consent as a sealed instrument as of the date first set forth above.

**BORROWERS:**

CASELLA WASTE SYSTEMS, INC.

By: /s/ Edwin Johnson
Name: Edwin Johnson
Title: Chief Financial Officer and Treasurer

ALL CYCLE WASTE, INC.
ATLANTIC COAST FIBERS, INC.
B. AND C. SANITATION CORPORATION
BRISTOL WASTE MANAGEMENT, INC.
C.V. LANDFILL, INC.
CASELLA ALBANY RENEWABLES, LLC
CASELLA MAJOR ACCOUNT SERVICES, LLC
CASELLA RECYCLING, LLC
CASELLA RENEWABLE SYSTEMS, LLC
CASELLA TRANSPORTATION, INC.
CASELLA WASTE MANAGEMENT OF MASSACHUSETTS, INC.
CASELLA WASTE MANAGEMENT OF N.Y., INC.
CASELLA WASTE MANAGEMENT OF PENNSYLVANIA, INC.
CASELLA WASTE MANAGEMENT, INC.
CASELLA WASTE SERVICES OF ONTARIO LLC
CHEMUNG LANDFILL LLC
COLEBROOK LANDFILL LLC
CWM ALL WASTE LLC
FOREST ACQUISITIONS, INC.
GRASSLANDS INC.
GROUNDCO LLC
HAKES C&D DISPOSAL, INC.
HARDWICK LANDFILL, INC.
HIRAM HOLLOW REGENERATION CORP.
KTI BIO FUELS, INC.
KTI ENVIRONMENTAL GROUP, INC.

By: /s/ Edwin Johnson
Name: Edwin Johnson
Title: Vice President and Treasurer

KTI NEW JERSEY FIBERS, INC.
KTI OPERATIONS, INC.
KTI SPECIALTY WASTE SERVICES, INC.
KTI, INC.
MAINE ENERGY RECOVERY COMPANY, LIMITED PARTNERSHIP
NEW ENGLAND WASTE SERVICES OF MASSACHUSETTS, INC.
NEW ENGLAND WASTE SERVICES OF ME, INC.
NEW ENGLAND WASTE SERVICES OF N.Y., INC.
NEW ENGLAND WASTE SERVICES OF VERMONT, INC.
NEW ENGLAND WASTE SERVICES, INC.
NEWBURY WASTE MANAGEMENT, INC.
NEWSME LANDFILL OPERATIONS LLC
NEWS OF WORCESTER LLC
NORTH COUNTRY ENVIRONMENTAL SERVICES, INC.
NORTHERN PROPERTIES CORPORATION OF PLATTSBURGH
PINE TREE WASTE, INC.
RESOURCE WASTE SYSTEMS, INC.
SCHULTZ LANDFILL, INC.
SOUTHBRIDGE RECYCLING & DISPOSAL PARK, INC.
SUNDERLAND WASTE MANAGEMENT, INC.
THE HYLAND FACILITY ASSOCIATES
U.S. FIBER, LLC
WASTE-STREAM INC.
WINTERS BROTHERS, INC.

By: /s/ Edwin Johnson
Name: Edwin Johnson
Title: Vice President and Treasurer

**BANK OF AMERICA, N.A.,**
as Administrative Agent

By: /s/ Maria F. Maia
Name: Maria F. Maia
Title: Managing Director

**BANK OF AMERICA, N.A.,**
as a Lender

By: /s/ Maria F. Maia
Name: Maria F. Maia
Title: Managing Director

**COMERICA BANK**
**as a Revolving Lender**

By: /s/ Tony G. Rice
Name: Tony G. Rice
Title: Vice President

**JP Morgan Chase Bank, N.A.**
**as a Lender**

By: /s/ Sonya E. Young
Name: Sonya E. Young
Title: Underwriter I

**KEYBANK NATIONAL ASSOCIATION**
**as a Lender**

By: /s/ Shibani Faehnle
Name: Shibani Faehnle
Title: Vice President

**TD Bank N.A.**
**as a Lender**

By: /s/ E. Kirke Hart

Name: E. Kirke Hart
Title: Senior Vice President

**UNION BANK N.A.**
**as a Lender**

By: /s/ Peter C. Thompson
Name: Peter C. Thompson
Title: Vice President

EXHIBIT A

TRANSACTION SUMMARY

Casella Waste Systems, Inc. (the "Parent") proposes to enter into certain transactions (the "Transactions") consisting of (i) an offering of additional Senior Subordinated Notes in an aggregate principal amount of at least $125,000,000 pursuant to the Senior Subordinated Notes Indenture (such notes, the "2012 Senior Subordinated Notes"), (ii) a public offering of Class A common stock in an amount of up to $50 million (the "2012 Equity Offering"), (iii) a borrowing of up to $50 million under the Credit Agreement to refinance the Second Lien Loans, (iv) a tender offer to purchase the Second Lien Notes, and (iv) a redemption of remaining Second Lien Notes. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Credit Agreement.

The Parent proposes to apply the Net Cash Proceeds of the issuance of at least $125 million of 2012 Senior Subordinated Notes, $25 million of the 2012 Equity Offering and approximately $50 million of Committed Loans advanced under the Credit Agreement, to refinance in full the Second Lien Notes, including all principal, interest, fees, premium or other amounts payable in connection therewith (such transaction, the "Second Lien Refinancing in Full").

The Parent intends to offer to purchase for cash any and all outstanding Second Lien Notes, if it is able to raise sufficient funds to do so in the Transactions. Subject to the conditions stated in the documentation relating to the tender offer, holders that tender (and do not validly withdraw) their Second Lien Notes by the early tender deadline will receive an additional consent payment. Concurrent with the offer to purchase the Second Lien Notes, the Parent is seeking the consent of the holders of Second Lien Notes to amendments to the Second Lien Notes Indenture to, among other modifications, eliminate substantially all of the restrictive covenants and certain events of default contained therein. Simultaneously with the closing of the 2012 Senior Subordinated Notes offering, the Parent intends to issue a notice to redeem Second Lien Notes that remain outstanding following expiration of the Tender Offer.

The offering of 2012 Senior Subordinated Notes is not contingent upon the consummation of the 2012 Equity Offering but, in the event that the available proceeds of the Transactions are less than the approximately $200 million required for a Second Lien Refinancing in Full, the Borrowers are not permitted to use proceeds from the revolver to refinance the Second Lien Notes except in connection with a refinancing of at least $175,000,000 of Second Lien Notes. The Maturity Date of the Committed Loans will continue to be March 31, 2014 if the Second Lien Refinancing in Full does not occur on or before March 1, 2014. The Maturity Date under the Credit Agreement will be March 18, 2016, as long as the Second Lien Refinancing in Full has occurred on or before March 1, 2014.

The Parent does not contemplate consummating the Target Acquisition contemporaneously with the Transaction. The Parent is proposing to raise $50 million of equity, of which $25 million is intended for the Second Lien Refinancing and $25 million is intended for general corporate purposes, including acquisitions. The proposed Second Amendment and Consent confirms that Net Cash Proceeds of the 2012 Equity Offering raised in the Transaction (or any Equity Issuance) may be used to prepay borrowings under the Credit Agreement, and such amounts would be available as Committed Loans to pay the consideration for the Target Acquisition.

***EXHIBIT D***

**FORM OF COMPLIANCE CERTIFICATE**

Financial Statement Date: ,

To: Bank of America, N.A., as Administrative Agent

Ladies and Gentlemen:

Reference is made to that certain Amended and Restated Credit Agreement, dated as of March 18, 2011 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "Credit Agreement;" the terms defined therein being used herein as therein defined), among Casella Waste Systems, Inc., a Delaware corporation (the "Parent") and each of its direct and indirect Subsidiaries (other than Excluded Subsidiaries and Non-Borrower Subsidiaries) identified therein (collectively, the "Borrowers"), the Lenders from time to time party thereto, and Bank of America, N.A., as Administrative Agent, L/C Issuer, and Swing Line Lender.

The undersigned Responsible Officer hereby certifies as of the date hereof that he/she is the of the Parent, and that, as such, he/she is authorized to execute and deliver this Certificate to the Administrative Agent on behalf of the Borrowers, and that:

*[Use following paragraph 1 for fiscal year-end financial statements]*

1. The Borrowers have delivered the year-end audited financial statements required by Section 6.04(a) of the Credit Agreement for the fiscal year of the Borrowers ended as of the above date, together with the report and opinion of an independent certified public accountant required by such section.

*[Use following paragraph 1 for fiscal quarter-end financial statements]*

1. The Borrowers have delivered the unaudited financial statements required by Section 6.04(b) of the Credit Agreement for the fiscal quarter of the Parent and its Subsidiaries ended as of the above date. Such consolidated financial statements were prepared in accordance with GAAP and fairly present the consolidated financial condition of the Parent and its Subsidiaries as at the close of business on the date thereof and the results of operations for the period then ended, subject only to normal year-end audit adjustments and the absence of footnotes.

2. The undersigned has reviewed and is familiar with the terms of the Credit Agreement and has made, or has caused to be made under his/her supervision, a detailed review of the transactions and condition (financial or otherwise) of the Parent and its Subsidiaries during the accounting period covered by such financial statements.

3. A review of the activities of the Parent and its Subsidiaries during such fiscal period has been made under the supervision of the undersigned with a view to determining whether during such fiscal period the Parent and its Subsidiaries performed and observed all its Obligations under the Loan Documents, and

*[select one:]*

[to the best knowledge of the undersigned, no Default or Event of Default has occurred and is continuing.]

*—or—*

[to the best knowledge of the undersigned, the following covenants contained in Article VI and Article VII of the Credit Agreement as of the end of such fiscal period have not been performed or observed and the following is a list of each such Default or Event of Default and its nature and period of existence and a summary of what actions the Borrowers propose to take with respect thereto and attaching, in the event that such Default or Event of Default relates to environmental matters, an Environmental Compliance Certificate:] and

4. [Except to the extent described below, the] [The] representations and warranties of the Borrowers contained in Article V of the Credit Agreement or any other Loan Document are true and correct on the date hereof, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct as of such earlier date and except to the extent of changes resulting from transactions contemplated or permitted by the Credit Agreement and changes occurring in the ordinary course of business which singly or in the aggregate do not have a Material Adverse Effect. For purposes of this Compliance Certificate, the representations and warranties contained in Section 5.05(a) of the Credit Agreement shall be deemed to refer to [the most recent audited financial statements furnished pursuant to Section 4.01(a)(ix) or Section 6.04(a) of the Credit Agreement, as applicable][the statements in connection with which this Compliance Certificate is delivered].

[Describe any exceptions.] [For the avoidance of doubt, none of the foregoing disclosures shall constitute an amendment or supplement to the disclosure schedules attached to the Credit Agreement or any other Loan Document.]

5. The financial covenant analyses and information set forth on Schedule 1 attached hereto are true and accurate on and as of the Financial Statement Date.

*IN WITNESS WHEREOF,* the undersigned has executed this Compliance Certificate as of , .

**CASELLA WASTE SYSTEMS, INC.**, for
itself and each of the Borrowers referred to herein

By: ______________________________
Name:
Title:

For the Quarter/Year ended ____________, ______ (the "Statement Date")

SCHEDULE 1
to the Compliance Certificate
($ in 000's)

I. Section 7.11(a) – Minimum Interest Coverage Ratio.

A. Consolidated EBITDA for the four (4) consecutive fiscal quarters ending on the Statement Date (the "Subject Period"):

1. Consolidated Adjusted Net Income for the Subject Period:

a. Consolidated Net Income (or Loss) of the Parent and its Subsidiaries after deduction of all expenses, taxes, and other proper charges determined in accordance with GAAP, less (or plus, in the case of losses), to the extent included therein, (i) gains (or loss) from extraordinary items, (ii) any income (or loss) from discontinued operations, and (iii) income (or loss) attributable to any Investment in any Excluded Subsidiaries; provided, however, that consolidated net income shall not be reduced pursuant to this clause (iii) by actual cash dividends or distributions received from any Excluded Subsidiary, or by Net Cash Proceeds (to the extent included in income) in connection with the Disposition of any such Investment, so long as (and to the extent that) such cash dividends and distributions or Net Cash Proceeds have not been subsequently reinvested in an Excluded Subsidiary during the Subject Period $__________

plus, to the extent deducted in calculating Consolidated Net Income (or Loss) and without duplication:

b. the non-recurring, non-cash write-off of debt issuance expenses related to the refinancing of Indebtedness under the Existing Credit Agreement (including, without limitation, the repayment of the term loan B thereunder) and the 2003 Senior Subordinated Debt Refinancing for the Subject Period (up to an aggregate amount of $10,000,000 for all periods) $__________

c. non-recurring extraordinary charges related to the FCR Disposition for the Subject Period (up to an aggregate amount of $5,000,000 for all periods) $__________

| | | |
|---|---|---|
| d. | transaction costs for acquisitions and development projects which are expensed rather than capitalized (as a result of applying FASB Rule 141 treatment to such transaction costs) for the Subject Period | $ |
| e. | non-cash losses in connection with asset sales, asset impairment charges and abandonment of assets for the Subject Period (up to an aggregate amount of $35,000,000 (calculated without giving effect to the aggregate amount of such non-cash losses incurred in connection with the MERC Transaction) from and after the Closing Date) | $ |
| f. | non-cash losses resulting from the sale or other Disposition of the assets or Equity Interests of MERC or the closure and discontinuation of the operations of MERC for the Subject Period (up to an aggregate amount not to exceed $42,000,000 from and after the Closing Date) | $ |
| g. | non-cash stock-based compensation expenses under the Borrowers' employee share-based compensation plans for the Subject Period | $ |
| h. | non-cash charges in connection with the declaration or payment of PIK Dividends for the Subject Period | $ |
| i. | all other non-cash charges reasonably acceptable to the Administrative Agent for the Subject Period | $ |
| j. | cash charges in connection with the MERC Transaction for the Subject Period (up to an aggregate amount of $3,000,000 from and after the Closing Date) | $ |
| k. | non-recurring, non-cash write-off of debt issuance expenses related to the refinancing of the Second Lien Notes for the Subject Period (up to an aggregate amount of $6,000,000 for all periods) | $ |
| l. | cash premium payments in connection with the early redemption and refinancing of the Second Lien Notes for the Subject Period (up to an aggregate amount of $11,000,000 for all periods) | $ |
| m. | cash charges in connection with severance and reorganization in an aggregate amount not to exceed $3,000,000 from and after the Closing Date | $ |

n. non-cash charges associated with interest rate derivatives deemed to be ineffective $__________

minus, to the extent included in the calculation of Consolidated Net Income (or Loss) and without duplication

o. non-cash extraordinary gains on the sale of assets including non-cash gains on the sale of assets outside the ordinary course of business for the Subject Period $__________

p. non-cash extraordinary gains resulting from the application of FAS 133 for the Subject Period $__________

q. Consolidated Adjusted Net Income for the Subject Period (Lines I.A.1.a + b + c + d + e + f + g + h + i + j + k + l + m + n – o – p) $__________

plus, to the extent deducted in determining Consolidated Adjusted Net Income (or Loss) in the Subject Period and without duplication

2. Interest expense (including accretion expense, original issue discount and costs in connection with the early extinguishment of debt) for the Subject Period $__________

3. Income taxes for the Subject Period $__________

4. Amortization expense for the Subject Period $__________

5. Depreciation and depletion expense for the Subject Period $__________

6. Consolidated EBITDA for the Subject Period (Lines I.A.1.q + 2 + 3 + 4 + 5) $__________

B. Consolidated Total Interest Expense for the Subject Period

The aggregate amount of interest expense required to be paid or accrued in accordance with GAAP by the Borrowers during the Subject Period on all Indebtedness of the Borrowers outstanding during all or any part of the Subject Period, whether such interest was or is required to be reflected as an item of expense or capitalized, including payments consisting of interest in respect of any Capitalized Lease or any Synthetic Lease, and including commitment fees, letter of credit fees, agency fees, balance deficiency fees and similar fees or expenses for the Subject Period in connection with the borrowing of money, but excluding therefrom, without duplication, (a) the non-cash amortization of debt issuance costs, including original issue discount and premium, if any, (b) the write-off of deferred financing fees and charges in connection with the repayment of any Indebtedness and in connection with the Existing Credit Agreement, in each case, that are classified as interest under GAAP, (c) to the extent financed in connection with any refinancing of Indebtedness, any call, tender or similar premium expressly required to be paid in cash under the existing terms (and not by way of amendment or supplement in contemplation of such refinancing) of the Indebtedness being refinanced in connection with such refinancing and the interest component of any remaining original issue discount on the Indebtedness so refinanced, (d) dividends (including PIK Dividends) on Preferred Stock (if any) paid by the Borrowers and, to the extent deducted in calculating Consolidated Net Income (or Loss), the costs and expenses incurred by the Borrowers in connection with the issuance of Preferred Stock, in each case that are required by GAAP to be treated as interest expense, and (e) non-cash interest expense associated with interest rate derivatives $________

C. Interest Coverage Ratio (Line I.A.6 ÷ Line I.B) ______ to 1

*Minimum required (as at the end of any fiscal quarter ending before the date on which the Borrowers have consummated the Additional Equity Raise):*

| Four Fiscal Quarters Ending | Minimum Interest Coverage Ratio |
|---|---|
| April 30, 2012 through July 31, 2012 | 2.15:1.00 |
| October 31, 2012 through January 31, 2013 | 2.25:1.00 |
| April 30, 2013 and thereafter | 2.50:1.00 |

*Minimum required (as at the end of any fiscal quarter ending on or after the date on which the Borrowers have consummated the Additional Equity Raise):*

| Four Fiscal Quarters Ending | Minimum Interest Coverage Ratio |
|---|---|
| April 30, 2012 through July 31, 2012 | 2.15:1.00 |
| October 31, 2012 | 2.25:1.00 |
| January 31, 2013 | 2.35:1.00 |
| April 30, 2013 and thereafter | 2.50:1.00 |

II. Section 7.11(b) – Maximum Consolidated Total Funded Debt to Consolidated EBITDA.

A. Consolidated Total Funded Debt at the Statement Date
the sum of:

1. Aggregate amount of Indebtedness for borrowed money or credit obtained or other similar monetary obligations, direct or indirect, (including (x) the principal obligations of the Borrowers under the Second Lien Notes and the Senior Subordinated Notes, (y) obligations under "finance leases" and (z) any unpaid reimbursement obligations with respect to letters of credit; but excluding any contingent obligations with respect to letters of credit outstanding) $______

2. all obligations evidenced by notes, bonds, debentures or other similar debt instruments (other than Performance Bonds and Landfill Surety Arrangements) $______

3. the deferred purchase price of assets (other than trade payables incurred in the ordinary course of business and holdbacks) $______

4. all Attributable Indebtedness, including, without limitation, Indebtedness with respect to capitalization of landfill operating contract obligations, to the extent capitalized under GAAP (but excluding landfill operating leases to the extent they are characterized as operating leases and not capitalized) $______

5. (x) Equity Related Purchase Obligations in respect of Non-Qualified Preferred Stock (including Grandfathered Non-Qualified Preferred Stock) and (y) commencing on the date that is twelve months prior to the maturity of such Equity Related Purchase Obligations (assuming for this purpose the demand or exercise, if applicable, by the requisite holder or holders on the earliest date provided therefor), Equity Related Purchase Obligations in respect of Qualified Preferred Stock $______

6. Indebtedness of the type referred to in Lines II.A.1 through II.A.5 above of another Person guaranteed by any of the Borrowers $________

7. Consolidated Total Funded Debt at the Statement Date
(Line II.A.1 + 2 + 3 + 4 + 5 + 6) $________

B. Consolidated EBITDA for the Subject Period

1. Consolidated EBITDA for the Subject Period as calculated for the purposes of Section 7.11(a) of the Credit Agreement (Line I.A.6 above) $________

2. EBITDA attributable to the twelve (12) month period prior to the date of the MERC Transaction for the operating assets that are the subject of the MERC Transaction, only to the extent MERC is accounted for as a discontinued operation in accordance with GAAP $________

3. EBITDA for the prior twelve (12) months of companies acquired by the Borrowers during the Subject Period (without duplication with respect to the adjustments set forth in Line I.A.1.b through Line I.A.1.n above) only if (x) the financial statements of such Acquired Business or new Subsidiary have been audited, for the period sought to be included, by an independent accounting firm satisfactory to the Administrative Agent, or (y) the Administrative Agent consents to such inclusion after being furnished with other acceptable financial statements $________

4. Non-recurring private company expenses which are discontinued upon any acquisition referenced in Line II.B.3 above (such as owner's compensation), as approved by the Administrative Agent $________

5. Consolidated EBITDA for the Subject Period
(Lines II.B.1 + 2 + 3 + 4) $________

C. Consolidated Total Funded Debt to Consolidated EBITDA
(Line II.A.6 ÷ Line II.B.5): ______ to 1

*Maximum permitted (as at the end of any fiscal quarter ending before the date on which the Borrowers have consummated the Additional Equity Raise):*

| Four Fiscal Quarters Ending | Maximum Consolidated Total Funded Debt to Consolidated EBITDA[1] |
|---|---|
| April 30, 2012 through January 31, 2014 | 5.25:1.00 |
| April 30, 2014 through January 31, 2015 | 5.00:1.00 |
| April 30, 2015 through January 31, 2016 | 4.75:1.00 |
| April 30, 2016 and thereafter | 4.50:1.00 |

[1] In the event that the Borrowers receive gross cash proceeds as a result of one or more Equity Issuances in an aggregate amount less than the amount that would constitute an Additional Equity Raise, and (i) the Borrowers have consummated the Target Acquisition on or before the last day of the applicable fiscal quarter, the maximum ratios set forth in this table shall be 0.25 lower (based on the table as in effect on the First Amendment Date) for each $25,000,000 of gross cash proceeds received from Equity Issuances on or before the last day of the applicable fiscal quarter in excess of the first $25,000,000 so received or (ii) the Borrowers have not consummated the Target Acquisition on or before the last day of any applicable fiscal quarter, the maximum ratios set forth in this table shall be 0.25 lower for each $25,000,000 of gross cash proceeds received from Equity Issuances on or before the last day of the applicable fiscal quarter; provided that in no event shall any ratio for any quarter be lowered below the ratio that would be required in the table below this table (setting forth covenant levels for fiscal quarters ending on or after the Borrowers have consummated the Additional Equity Raise) for the same quarter assuming the Additional Equity Raise had been consummated.

*Maximum permitted (as at the end of any fiscal quarter ending on or after the date on which the Borrowers have consummated the Additional Equity Raise):*

| **Four Fiscal Quarters Ending** | **Maximum Consolidated Total Funded Debt to Consolidated EBITDA** |
| --- | --- |
| April 30, 2012 | 5.25:1.00 |
| July 31, 2012 to January 31, 2013 | 4.50:1.00 |
| April 30, 2013 through January 31, 2014 | 4.25:1.00 |
| April 30, 2014 and thereafter | 4.00:1.00 |

III. Section 7.11(c) – Maximum Consolidated Senior Funded Debt to Consolidated EBITDA.

A. Consolidated Senior Funded Debt at the Statement Date

1. Consolidated Total Funded Debt at the Statement Date (Line II.A.7 above) $_________

minus

2. Subordinated Debt outstanding at the Statement Date $_________

plus

3. All scheduled principal payments in respect of Seller Subordinated Debt that will become due and payable during the next successive period of four (4) fiscal quarters following the Statement Date $_________

4. Consolidated Senior Funded Debt at the Statement Date (Line III.A.1 – 2 + 3) $_________

B. Consolidated EBITDA for the Subject Period (Line II.B.5 above) $_________

C. Consolidated Senior Funded Debt to Consolidated EBITDA
(Line III.A.4 ÷ Line III.B) ______ to 1

*Maximum Permitted (as at the end of any fiscal quarter ending before the date on which the Borrowers have consummated the Additional Equity Raise):*

| Four Fiscal Quarters Ending | Maximum Consolidated Senior Funded Debt to Consolidated EBITDA[2] |
|---|---|
| April 30, 2012 through January 31, 2014 | 3.25:1.00 |
| April 30, 2014 through January 31, 2016 | 3.00:1.00 |
| April 30, 2016 and thereafter | 2.75:1.00 |

*Maximum permitted (as at the end of any fiscal quarter ending on or after the date on which the Borrowers have consummated the Additional Equity Raise):*

| Four Fiscal Quarters Ending | Maximum Consolidated Senior Funded Debt to Consolidated EBITDA |
|---|---|
| April 30, 2012 | 3.25:1.00 |
| July 31, 2012 through January 31, 2014 | 3.00:1.00 |
| April 30, 2014 and thereafter | 2.75:1.00 |

IV. Section 7.11(d) – Maximum Capital Expenditures.

A. Capital Expenditures made (or which any Borrower or Non-Borrower Subsidiary has become legally obligated to make) during the fiscal year ending _________ $_________

[2] In the event that the Borrowers receive gross cash proceeds as a result of one or more Equity Issuances in an aggregate amount less than the amount that would constitute an Additional Equity Raise, and (i) the Borrowers have consummated the Target Acquisition on or before the last day of the applicable fiscal quarter, the maximum ratios set forth in this table shall be 0.25 lower (based on the table as in effect on the First Amendment Date) for each $25,000,000 of gross cash proceeds received from Equity Issuances on or before the last day of the applicable fiscal quarter in excess of the first $25,000,000 so received or (ii) the Borrowers have not consummated the Target Acquisition on or before the last day of any applicable fiscal quarter, the maximum ratios set forth in this table shall be 0.25 lower for each $25,000,000 of gross cash proceeds received from Equity Issuances on or before the last day of the applicable fiscal quarter; provided that in no event shall any ratio for any quarter be lowered below the ratio that would be required in the table below this table (setting forth covenant levels for fiscal quarters ending on or after the Borrowers have consummated the Additional Equity Raise) for the same quarter assuming the Additional Equity Raise had been consummated.

*Maximum Permitted:*

1.5 times the sum of the Borrowers' and the Non-Borrowers' consolidated depreciation expenses, depletion expenses and landfill amortization expenses in such fiscal year, the product of which calculation equals $______

**<u>Annex 2 to Second Amendment</u>**
**<u>(Effective upon the offer by the Parent to purchase at least</u>**
**<u>$175,000,000 of the Second Lien Notes)</u>**

***EXHIBIT D***

**FORM OF COMPLIANCE CERTIFICATE**

Financial Statement Date: ,

To: Bank of America, N.A., as Administrative Agent

Ladies and Gentlemen:

Reference is made to that certain Amended and Restated Credit Agreement, dated as of March 18, 2011 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "<u>Credit Agreement</u>;" the terms defined therein being used herein as therein defined), among Casella Waste Systems, Inc., a Delaware corporation (the "<u>Parent</u>") and each of its direct and indirect Subsidiaries (other than Excluded Subsidiaries and Non-Borrower Subsidiaries) identified therein (collectively, the "<u>Borrowers</u>"), the Lenders from time to time party thereto, and Bank of America, N.A., as Administrative Agent, L/C Issuer, and Swing Line Lender.

The undersigned Responsible Officer hereby certifies as of the date hereof that he/she is the of the Parent, and that, as such, he/she is authorized to execute and deliver this Certificate to the Administrative Agent on behalf of the Borrowers, and that:

*[Use following paragraph 1 for fiscal year-end financial statements]*

1. The Borrowers have delivered the year-end audited financial statements required by <u>Section 6.04(a)</u> of the Credit Agreement for the fiscal year of the Borrowers ended as of the above date, together with the report and opinion of an independent certified public accountant required by such section.

*[Use following paragraph 1 for fiscal quarter-end financial statements]*

1. The Borrowers have delivered the unaudited financial statements required by <u>Section 6.04(b)</u> of the Credit Agreement for the fiscal quarter of the Parent and its Subsidiaries ended as of the above date. Such consolidated financial statements were prepared in accordance with GAAP and fairly present the consolidated financial condition of the Parent and its Subsidiaries as at the close of business on the date thereof and the results of operations for the period then ended, subject only to normal year-end audit adjustments and the absence of footnotes.

2. The undersigned has reviewed and is familiar with the terms of the Credit Agreement and has made, or has caused to be made under his/her supervision, a detailed review of the transactions and condition (financial or otherwise) of the Parent and its Subsidiaries during the accounting period covered by such financial statements.

3. A review of the activities of the Parent and its Subsidiaries during such fiscal period has been made under the supervision of the undersigned with a view to determining whether during such fiscal period the Parent and its Subsidiaries performed and observed all its Obligations under the Loan Documents, and

*[select one:]*

[to the best knowledge of the undersigned, no Default or Event of Default has occurred and is continuing.]

*—or—*

[to the best knowledge of the undersigned, the following covenants contained in Article VI and Article VII of the Credit Agreement as of the end of such fiscal period have not been performed or observed and the following is a list of each such Default or Event of Default and its nature and period of existence and a summary of what actions the Borrowers propose to take with respect thereto and attaching, in the event that such Default or Event of Default relates to environmental matters, an Environmental Compliance Certificate:] and

4. [Except to the extent described below, the] [The] representations and warranties of the Borrowers contained in Article V of the Credit Agreement or any other Loan Document are true and correct on the date hereof, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct as of such earlier date and except to the extent of changes resulting from transactions contemplated or permitted by the Credit Agreement and changes occurring in the ordinary course of business which singly or in the aggregate do not have a Material Adverse Effect. For purposes of this Compliance Certificate, the representations and warranties contained in Section 5.05(a) of the Credit Agreement shall be deemed to refer to [the most recent audited financial statements furnished pursuant to Section 4.01(a)(ix) or Section 6.04(a) of the Credit Agreement, as applicable][the statements in connection with which this Compliance Certificate is delivered].

[Describe any exceptions.] [For the avoidance of doubt, none of the foregoing disclosures shall constitute an amendment or supplement to the disclosure schedules attached to the Credit Agreement or any other Loan Document.]

5. The financial covenant analyses and information set forth on Schedule 1 attached hereto are true and accurate on and as of the Financial Statement Date.

*IN WITNESS WHEREOF,* the undersigned has executed this Compliance Certificate as of , .

**CASELLA WASTE SYSTEMS, INC.,** for itself and each of the Borrowers referred to herein

By: ________________________________________
Name:
Title:

For the Quarter/Year ended ______, ______ (the "Statement Date")

SCHEDULE 1
to the Compliance Certificate
($ in 000's)

I. Section 7.11(a) – Minimum Interest Coverage Ratio.

A. Consolidated EBITDA for the four (4) consecutive fiscal quarters ending on the Statement Date (the "Subject Period"):

1. Consolidated Adjusted Net Income for the Subject Period:

a. Consolidated Net Income (or Loss) of the Parent and its Subsidiaries after deduction of all expenses, taxes, and other proper charges determined in accordance with GAAP, less (or plus, in the case of losses), to the extent included therein, (i) gains (or loss) from extraordinary items, (ii) any income (or loss) from discontinued operations, and (iii) income (or loss) attributable to any Investment in any Excluded Subsidiaries; provided, however, that consolidated net income shall not be reduced pursuant to this clause (iii) by actual cash dividends or distributions received from any Excluded Subsidiary, or by Net Cash Proceeds (to the extent included in income) in connection with the Disposition of any such Investment, so long as (and to the extent that) such cash dividends and distributions or Net Cash Proceeds have not been subsequently reinvested in an Excluded Subsidiary during the Subject Period $______

plus, to the extent deducted in calculating Consolidated Net Income (or Loss) and without duplication:

b. the non-recurring, non-cash write-off of debt issuance expenses related to the refinancing of Indebtedness under the Existing Credit Agreement (including, without limitation, the repayment of the term loan B thereunder) and the 2003 Senior Subordinated Debt Refinancing for the Subject Period (up to an aggregate amount of $10,000,000 for all periods) $______

c. non-recurring extraordinary charges related to the FCR Disposition for the Subject Period (up to an aggregate amount of $5,000,000 for all periods) $______

d. transaction costs for acquisitions and development projects which are expensed rather than capitalized (as a result of applying FASB Rule 141 treatment to such transaction costs) for the Subject Period $__________

e. non-cash losses in connection with asset sales, asset impairment charges and abandonment of assets for the Subject Period (up to an aggregate amount of $35,000,000 (calculated without giving effect to the aggregate amount of such non-cash losses incurred in connection with the MERC Transaction) from and after the Closing Date) $__________

f. non-cash losses resulting from the sale or other Disposition of the assets or Equity Interests of MERC or the closure and discontinuation of the operations of MERC for the Subject Period (up to an aggregate amount not to exceed $42,000,000 from and after the Closing Date) $__________

g. non-cash stock-based compensation expenses under the Borrowers' employee share-based compensation plans for the Subject Period $__________

h. non-cash charges in connection with the declaration or payment of PIK Dividends for the Subject Period $__________

i. all other non-cash charges reasonably acceptable to the Administrative Agent for the Subject Period $__________

j. cash charges in connection with the MERC Transaction for the Subject Period (up to an aggregate amount of $3,000,000 from and after the Closing Date) $__________

k. non-recurring, non-cash write-off of debt issuance expenses related to the refinancing of the Second Lien Notes for the Subject Period (up to an aggregate amount of $6,000,000 for all periods) $__________

l. cash premium payments in connection with the early redemption and refinancing of the Second Lien Notes for the Subject Period (up to an aggregate amount of $11,000,000 for all periods) $__________

m. cash charges in connection with severance and reorganization in an aggregate amount not to exceed $3,000,000 from and after the Closing Date $__________

| | |
|---|---|
| n. non-cash charges associated with interest rate derivatives deemed to be ineffective | $ |

minus, to the extent included in the calculation of Consolidated Net Income (or Loss) and without duplication

| | |
|---|---|
| o. non-cash extraordinary gains on the sale of assets including non-cash gains on the sale of assets outside the ordinary course of business for the Subject Period | $ |
| p. non-cash extraordinary gains resulting from the application of FAS 133 for the Subject Period | $ |
| q. Consolidated Adjusted Net Income for the Subject Period (Lines I.A.1.a + b + c + d + e + f + g + h + i + j + k + l + m + n – o – p) | $ |

plus, to the extent deducted in determining Consolidated Adjusted Net Income (or Loss) in the Subject Period and without duplication

| | | |
|---|---|---|
| 2. | Interest expense (including accretion expense, original issue discount and costs in connection with the early extinguishment of debt) for the Subject Period | $ |
| 3. | Income taxes for the Subject Period | $ |
| 4. | Amortization expense for the Subject Period | $ |
| 5. | Depreciation and depletion expense for the Subject Period | $ |
| 6. | Consolidated EBITDA for the Subject Period (Lines I.A.1.q + 2 + 3 + 4 + 5) | $ |

B. Consolidated Total Interest Expense for the Subject Period

The aggregate amount of interest expense required to be paid or accrued in accordance with GAAP by the Borrowers during the Subject Period on all Indebtedness of the Borrowers outstanding during all or any part of the Subject Period, whether such interest was or is required to be reflected as an item of expense or capitalized, including payments consisting of interest in respect of any Capitalized Lease or any Synthetic Lease, and including commitment fees, letter of credit fees, agency fees, balance deficiency fees and similar fees or expenses for the Subject Period in connection with the borrowing of money, but excluding therefrom, without duplication, (a) the non-cash amortization of debt issuance costs, including original issue discount and premium, if any, (b) the write-off of deferred financing fees and charges in connection with the repayment of any Indebtedness and in connection with the Existing Credit Agreement, in each case, that are classified as interest under GAAP, (c) to the extent financed in connection with any refinancing of Indebtedness, any call, tender or similar premium expressly required to be paid in cash under the existing terms (and not by way of amendment or supplement in contemplation of such refinancing) of the Indebtedness being refinanced in connection with such refinancing and the interest component of any remaining original issue discount on the Indebtedness so refinanced, (d) dividends (including PIK Dividends) on Preferred Stock (if any) paid by the Borrowers and, to the extent deducted in calculating Consolidated Net Income (or Loss), the costs and expenses incurred by the Borrowers in connection with the issuance of Preferred Stock, in each case that are required by GAAP to be treated as interest expense, and (e) non-cash interest expense associated with interest rate derivatives $________

C. Interest Coverage Ratio (Line I.A.6 ÷ Line I.B) ______ to 1

*Minimum required:*

| Four Fiscal Quarters Ending | Minimum Interest Coverage Ratio |
|---|---|
| October 31, 2012 through January 31, 2013 | 2.00:1.00 |
| April 30, 2013 | 2.15:1.00 |
| July 31, 2013 through January 31, 2014 | 2.25:1.00 |
| April 30, 2014 and thereafter | 2.50:1.00 |

II. Section 7.11(b) – Maximum Consolidated Total Funded Debt to Consolidated EBITDA.

A. Consolidated Total Funded Debt at the Statement Date
the sum of:

1. Aggregate amount of Indebtedness for borrowed money or credit obtained or other similar monetary obligations, direct or indirect, (including (x) the principal obligations of the Borrowers under the Second Lien Notes and the Senior Subordinated Notes, (y) obligations under "finance leases" and (z) any unpaid reimbursement obligations with respect to letters of credit; but excluding any contingent obligations with respect to letters of credit outstanding) $______

2. all obligations evidenced by notes, bonds, debentures or other similar debt instruments (other than Performance Bonds and Landfill Surety Arrangements) $______

3. the deferred purchase price of assets (other than trade payables incurred in the ordinary course of business and holdbacks) $______

4. all Attributable Indebtedness, including, without limitation, Indebtedness with respect to capitalization of landfill operating contract obligations, to the extent capitalized under GAAP (but excluding landfill operating leases to the extent they are characterized as operating leases and not capitalized) $______

5. (x) Equity Related Purchase Obligations in respect of Non-Qualified Preferred Stock (including Grandfathered Non-Qualified Preferred Stock) and (y) commencing on the date that is twelve months prior to the maturity of such Equity Related Purchase Obligations (assuming for this purpose the demand or exercise, if applicable, by the requisite holder or holders on the earliest date provided therefor), Equity Related Purchase Obligations in respect of Qualified Preferred Stock $______

6. Indebtedness of the type referred to in Lines II.A.1 through II.A.5 above of another Person guaranteed by any of the Borrowers $______

7. Consolidated Total Funded Debt at the Statement Date
(Line II.A.1 + 2 + 3 + 4 + 5 + 6) $______

B. Consolidated EBITDA for the Subject Period

1. Consolidated EBITDA for the Subject Period as calculated for the purposes of Section 7.11(a) of the Credit Agreement
(Line I.A.6 above) $______

2. EBITDA attributable to the twelve (12) month period prior to the date of the MERC Transaction for the operating assets that are the subject of the MERC Transaction, only to the extent MERC is accounted for as a discontinued operation in accordance with GAAP $__________

3. EBITDA for the prior twelve (12) months of companies acquired by the Borrowers during the Subject Period (without duplication with respect to the adjustments set forth in Line I.A.1.b through Line I.A.1.n above) only if (x) the financial statements of such Acquired Business or new Subsidiary have been audited, for the period sought to be included, by an independent accounting firm satisfactory to the Administrative Agent, or (y) the Administrative Agent consents to such inclusion after being furnished with other acceptable financial statements $__________

4. Non-recurring private company expenses which are discontinued upon any acquisition referenced in Line II.B.3 above (such as owner's compensation), as approved by the Administrative Agent $__________

5. Consolidated EBITDA for the Subject Period (Lines II.B.1 + 2 + 3 + 4) $__________

C. Consolidated Total Funded Debt to Consolidated EBITDA (Line II.A.6 ÷ Line II.B.5): ______ to 1

*Maximum permitted:*

| Four Fiscal Quarters Ending | Maximum Consolidated Total Funded Debt to Consolidated EBITDA[1] |
|---|---|
| October 31, 2012 through January 31, 2013 | 5.75:1.00 |
| April 30, 2013 through January 31, 2014 | 5.50:1.00 |
| April 30, 2014 through January 31, 2015 | 5.25:1.00 |
| April 30, 2015 through January 31, 2016 | 4.75:1.00 |
| April 30, 2016 and thereafter | 4.50:1.00 |

[1] For each fiscal quarter ending on or after the date on which the Borrowers have consummated the New Equity Raise, each of the ratios set forth below shall be reduced by 50 basis points.

III. Section 7.11(c) – Maximum Consolidated Senior Funded Debt to Consolidated EBITDA.

A. Consolidated Senior Funded Debt at the Statement Date

1. Consolidated Total Funded Debt at the Statement Date (Line II.A.7 above) $________

minus

2. Subordinated Debt outstanding at the Statement Date $________

plus

3. All scheduled principal payments in respect of Seller Subordinated Debt that will become due and payable during the next successive period of four (4) fiscal quarters following the Statement Date $________

4. Consolidated Senior Funded Debt at the Statement Date (Line III.A.1 – 2 + 3) $________

B. Consolidated EBITDA for the Subject Period (Line II.B.5 above) $________

C. Consolidated Senior Funded Debt to Consolidated EBITDA (Line III.A.4 ÷ Line III.B) _____ to 1

*Maximum Permitted:*

| Four Fiscal Quarters Ending | Maximum Consolidated Senior Funded Debt to Consolidated EBITDA |
|---|---|
| October 31, 2012 and thereafter | 2.75:1.00 |

IV. Section 7.11(d) – Maximum Capital Expenditures.

A. Capital Expenditures made (or which any Borrower or Non-Borrower Subsidiary has become legally obligated to make) during the fiscal year ending _________ $_________

*Maximum Permitted:*

1.5 times the sum of the Borrowers' and the Non-Borrowers' consolidated depreciation expenses, depletion expenses and landfill amortization expenses in such fiscal year, the product of which calculation equals $_____

**Exhibit 12.1**

**Casella Waste Systems, Inc.**

**Statement of Computation of Ratio of Earnings to Fixed Charges and Earnings to Combined Fixed Charges and Preferred Stock Dividends**
**(in thousands, except ratios)**

| | Three Months Ended October 31, | Six Months Ended October 31, | Twelve Months Ended April 30, | | | | |
|---|---|---|---|---|---|---|---|
| | 2012 | 2012 | 2012 | 2011 | 2010 | 2009 | 2008 |
| Loss from continuing operations before income taxes, discontinued operations and cumulative effect of change in accounting principle | $ (20,679) | $ (28,408) | $(77,136) | $(27,921) | $(13,807) | $(65,871) | $(14,655) |
| Loss from equity method investments | 109 | 1,523 | 9,994 | 4,096 | 2,690 | 2,157 | 6,077 |
| Impairment of equity method investment | — | — | 10,680 | | | | |
| Fixed charges | 12,437 | 24,916 | 48,087 | 48,676 | 46,411 | 35,673 | 35,721 |
| Less: interest capitalized | (157) | (209) | (407) | (1,078) | (349) | (214) | (1,275) |
| Earnings | $ (8,290) | $ (2,178) | $ (8,782) | $ 23,773 | $ 34,945 | $(28,255) | $ 25,868 |
| Interest expense (includes amortization of premium and discounts and deferred financing charges) | $ 11,699 | $ 23,551 | $ 45,541 | $ 45,912 | $ 44,375 | $ 33,840 | $ 33,282 |
| Estimate of interest within rental expense | 581 | 1,156 | 2,139 | 1,686 | 1,687 | 1,619 | 1,164 |
| Interest capitalized | 157 | 209 | 407 | 1,078 | 349 | 214 | 1,275 |
| Fixed charges | $ 12,437 | $ 24,916 | $ 48,087 | $ 48,676 | $ 46,411 | $ 35,673 | $ 35,721 |
| Ratio of earnings to fixed charges | — | — | — | — | — | — | — |
| Deficiency of earnings to fixed charges | $ (20,727) | $ (27,094) | $(56,869) | $(24,903) | $(11,466) | $(63,928) | $ (9,853) |
| Fixed charges from above | $ 12,437 | $ 24,916 | $ 48,087 | $ 48,676 | $ 46,411 | $ 35,673 | $ 35,721 |
| Preferred stock dividends | — | — | — | — | — | — | — |
| Combined fixed charges and preferred stock dividends | $ 12,437 | $ 24,916 | $ 48,087 | $ 48,676 | $ 46,411 | $ 35,673 | $ 35,721 |
| Ratio of earnings to combined fixed charges and preferred stock dividends | — | — | — | — | — | — | — |
| Deficiency of earnings to combined fixed charges and preferred stock dividends | $ (20,727) | $ (27,094) | $(56,869) | $(24,903) | $(11,466) | $(63,928) | $ (9,853) |

**EXHIBIT 31.1**

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 quarterly 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 quarterly report;

3. Based on my knowledge, the financial statements, and other financial information included in this quarterly 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 quarterly 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 Rule 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: December 4, 2012

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

**EXHIBIT 31.2**

CERTIFICATION

I, Edwin D. Johnson, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Casella Waste Systems, Inc.;

2. Based on my knowledge, this quarterly 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 quarterly report;

3. Based on my knowledge, the financial statements, and other financial information included in this quarterly 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 quarterly 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 Rule 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: December 4, 2012

By: /s/ Edwin D. Johnson
Senior Vice President and Chief Financial Officer
(Principal Financial and Accounting Officer)

**EXHIBIT 32.1**

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 October 31, 2012 as filed with the Securities and Exchange Commission on the date hereof (the "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: December 4, 2012

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

**EXHIBIT 32.2**

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 October 31, 2012 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), the undersigned, Edwin D. Johnson, Senior 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; and

(2) the information contained in the Report fairly presents, in all material respects, our financial condition and results of operations.

Date: December 4, 2012

By: /s/ Edwin D. Johnson

Senior Vice President and Chief Financial Officer
(Principal Financial and Accounting Officer)