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 July 31, 2010

OR

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

For the transition period from to

Commission file number 000-23211

CASELLA WASTE SYSTEMS, INC.
(Exact name of registrant as specified in its charter)

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

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

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 proceeding 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 August 31, 2010:

Class A Common Stock, $0.01 par value per share:	25,180,637
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)

	April 30, 2010	July 31, 2010
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	$ 2,035	$ 2,295
Restricted cash	76	76
Accounts receivable - trade, net of allowance for doubtful accounts of $1,641 and $2,085	61,722	64,425
Notes receivable - officer/employees	139	139
Refundable income taxes	1,316	1,270
Prepaid expenses	5,710	5,715
Inventory	3,604	4,054
Deferred income taxes	5,461	5,010
Other current assets	2,001	2,310
Total current assets	82,064	85,294
Property, plant and equipment, net of accumulated depreciation and amortization of $595,023 and $610,410	480,053	478,771
Goodwill	125,792	125,792
Intangible assets, net	3,085	2,840
Restricted assets	228	222
Notes receivable - officer/employees	1,149	1,140
Deferred income taxes	553	555
Investments in unconsolidated entities	40,965	38,579
Other non-current assets	17,217	18,095
Non-current assets held for sale	3,708	—
	672,750	665,994
	$ 754,814	$ 751,288

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)

	April 30, 2010	July 31, 2010
LIABILITIES AND STOCKHOLDERS' EQUITY		
CURRENT LIABILITIES:		
Current maturities of long-term debt and capital leases	$ 2,000	$ 2,473
Current maturities of financing lease obligations	1,449	1,476
Accounts payable	40,139	41,632
Accrued payroll and related expenses	4,596	3,819
Accrued interest	11,769	11,584
Current accrued capping, closure and post-closure costs	7,765	4,154
Other accrued liabilities	22,362	24,488
Total current liabilities	90,080	89,626
Long-term debt and capital leases, less current maturities	556,130	553,927
Financing lease obligations, less current maturities	10,832	10,453
Accrued capping, closure and post-closure costs, less current portion	32,237	33,680
Deferred income taxes	6,277	6,214
Other long-term liabilities	8,962	8,839
COMMITMENTS AND CONTINGENCIES		
STOCKHOLDERS' EQUITY:		
Class A common stock -		
Authorized - 100,000,000 shares, $0.01 par value per share, issued and outstanding - 24,944,000 and 25,180,000 shares as of April 30, 2010 and July 31, 2010, respectively	249	252
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
Accumulated other comprehensive loss	(785)	(421)
Additional paid-in capital	281,899	282,687
Accumulated deficit	(231,077)	(233,979)
Total stockholders' equity	50,296	48,549
	$ 754,814	$ 751,288

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 July 31, 2010	Three Months Ended July 31, 2009
Revenues	$ 139,841	$ 132,457
Operating expenses:		
Cost of operations	94,845	87,628
General and administration	17,225	16,225
Depreciation and amortization	16,727	19,492
Gain on divestiture	(3,502)	—
	125,295	123,345
Operating income	14,546	9,112
Other expense/(income), net:		
Interest income	(15)	(32)
Interest expense	14,646	9,846
Loss from equity method investments	2,132	1,219
Loss on debt modification	—	511
Other income	(94)	(46)
Other expense, net	16,669	11,498
Loss from continuing operations before income taxes and discontinued operations	(2,123)	(2,386)
Provision for income taxes	779	562
Loss from continuing operations before discontinued operations	(2,902)	(2,948)
Discontinued operations:		
Income from discontinued operations (net of income tax provision of $87)	—	129
Income on disposal of discontinued operations (net of income tax provision of $28)	—	41
Net loss applicable to common stockholders	$ (2,902)	$ (2,778)

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 July 31, 2010	Three Months Ended July 31, 2009
Earnings per share:		
Basic and diluted:		
Loss from continuing operations before discontinued operations applicable to common stockholders	$ (0.11)	$ (0.12)
Income from discontinued operations, net	—	0.01
Income on disposal of discontinued operations, net	—	—
Net loss per common share applicable to common stockholders	$ (0.11)	$ (0.11)
Basic and diluted weighted average common shares outstanding	25,905	25,688

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)

	Three Months Ended July 31, 2010	Three Months Ended July 31, 2009
Cash Flows from Operating Activities:		
Net loss	$ (2,902)	$ (2,778)
Income from discontinued operations, net	—	(129)
Income on disposal of discontinued operations, net	—	(41)
Adjustments to reconcile net loss to net cash provided by operating activities -		
Gain on divestiture	(3,502)	—
Gain on sale of equipment	(101)	(428)
Depreciation and amortization	16,727	19,492
Depletion of landfill operating lease obligations	2,192	1,520
Interest accretion on landfill and environmental remediation liabilities	845	959
Amortization of premium on senior subordinated notes	(191)	(176)
Amortization of discount on term loan and second lien notes	538	122
Loss from equity method investments	2,132	1,219
Loss on debt modification	—	511
Stock-based compensation	630	530
Deferred income taxes	659	505
Changes in assets and liabilities, net of effects of acquisitions and divestitures -		
Accounts receivable	(2,703)	(4,840)
Accounts payable	1,493	645
Prepaid expenses, inventories and other assets	675	2,129
Accrued expenses and other liabilities	(3,188)	4,998
	16,206	27,186
Net Cash Provided by Operating Activities	13,304	24,238
Cash Flows from Investing Activities:		
Additions to property, plant and equipment - growth	(882)	(841)
- maintenance	(14,938)	(17,405)
Payments on landfill operating lease contracts	(789)	(1,327)
Proceeds from divestiture	7,533	—
Proceeds from sale of equipment	308	583
Net Cash Used In Investing Activities	(8,768)	(18,990)
Cash Flows from Financing Activities:		
Proceeds from long-term borrowings	32,900	374,044
Principal payments on long-term debt	(37,347)	(366,204)
Payment of financing costs	(215)	(13,906)
Proceeds from exercise of stock options	160	85
Net Cash Used in Financing Activities	(4,502)	(5,981)
Discontinued Operations:		
Net cash provided by operating activities	—	254
Net cash provided by investing activities	226	278
Cash Provided by Discontinued Operations	226	532
Net increase (decrease) in cash and cash equivalents	260	(201)
Cash and cash equivalents, beginning of period	2,035	1,838
Cash and cash equivalents, end of period	$ 2,295	$ 1,637
Supplemental Disclosures of Cash Flow Information:		
Cash paid (received) during the period for -		
Interest	$ 13,352	$ 3,983
Income taxes, net of refunds	$ 65	$ (54)

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

1. BASIS OF PRESENTATION

The accompanying unaudited financial statements include the accounts of Casella Waste Systems, Inc. ("the Parent") and its subsidiaries (collectively, "we", "us", or "our"). We are a regional, integrated solid waste services company which provides a full range of solid waste services including collection, transfer, recycling and disposal of non-hazardous solid waste. We also generate electricity through our solid waste processing facilities and market recyclable paper, metals, aluminum, plastics and glass which have been processed at our facilities or purchased from third parties.

The consolidated balance sheet as of July 31, 2010, the consolidated statements of operations for the three months ended July 31, 2010 and 2009 and the consolidated statements of cash flows for the three months ended July 31, 2010 and 2009 are unaudited. In the opinion of management, such financial statements, together with the consolidated balance sheet as of April 30, 2010, 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 preparation of our 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. Our significant accounting policies are more fully discussed in Item 7 of our Annual Report on Form 10-K for the year ended April 30, 2010 (the "Annual Report"), which was filed with the Securities and Exchange Commission (the "SEC") on June 11, 2010. The consolidated financial statements presented herein should be read in conjunction with our audited consolidated financial statements as of and for the twelve months ended April 30, 2010 included in the Annual Report. The results for the three month period ended July 31, 2010 may not be indicative of the results that may be expected for any other interim period or the fiscal year ending April 30, 2011.

We consider events or transactions that have occurred after the balance sheet date of July 31, 2010, but prior to the filing of the financial statements with the SEC on this Form 10-Q to provide additional evidence relative to certain estimates or to identify matters that require additional disclosure. Subsequent events have been evaluated through the date of the filing with the SEC of this Quarterly Report on Form 10-Q.

Adoption of New Accounting Pronouncements

Variable Interest Entities

In June 2009, the Financial Accounting Standards Board ("FASB") issued guidance for determining whether an entity is a variable interest entity ("VIE") and requires an enterprise to perform an analysis to determine whether the enterprise's variable interest or interests give it a controlling financial interest in a VIE. Under this guidance, an enterprise has a controlling financial interest when it has (i) the power to direct the activities of a VIE that most significantly impact the entity's economic performance and (ii) the obligation to absorb losses of the entity or the right to receive benefits from the entity that could potentially be significant to the VIE. This guidance requires an enterprise to assess whether it has an implicit financial responsibility to ensure that a VIE operates as designed when determining whether it has power to direct the activities of the VIE that most significantly impact the entity's economic performance. This guidance also requires ongoing assessments of whether an enterprise is the primary beneficiary of a VIE, requires enhanced disclosures and eliminates the scope exclusion for qualifying special-purpose entities. We adopted this guidance effective May 1, 2010 with no effect on our consolidated financial position or results of operations.

Fair Value Measurements and Disclosures

In January 2010, FASB issued additional guidance on fair value disclosures. The new guidance clarifies two existing disclosure requirements and requires two new disclosures as follows: (1) a “gross” presentation of activities (purchases, sales, and settlements) within the Level 3 rollforward reconciliation, and (2) detailed disclosures about the transfers in and out of Level 1 and 2 measurements. This guidance is effective for the first interim or annual reporting period beginning after December 15, 2009, except for the gross presentation of the Level 3 rollforward information, which is required for annual reporting periods beginning after December 15, 2010, and for interim reporting periods within those years. We adopted this guidance with no effect on our consolidated financial position or results of operations.

2. RECLASSIFICATION

We have made reclassifications in our Consolidated Statements of Operations to conform information for the three months ended July 31, 2009 to the Company’s current period presentation. The supplementary financial information included in this section has also been updated to reflect these changes.

3. GOODWILL AND INTANGIBLE ASSETS

The following table shows the balances related to goodwill at both April 30, 2010 and July 31, 2010:

Eastern Region	Central Region	Western Region	FCR Recycling	Total
$ 38	$ 32,996	$ 55,302	$ 37,456	$ 125,792

Intangible assets at April 30, 2010 and July 31, 2010 consist of the following:

	Covenants not to compete	Client Lists	Licensing Agreements	Contract Acquisition Costs	Patents	Total
Balance, April 30, 2010						
Intangible assets	$ 14,488	$ 2,177	$ 920	$ 424	$ 250	$ 18,259
Less accumulated amortization	(13,666)	(922)	(302)	(111)	(173)	(15,174)
	$ 822	$ 1,255	$ 618	$ 313	$ 77	$ 3,085
Balance, July 31, 2010						
Intangible assets	$ 14,478	$ 2,177	$ 920	$ 424	$ 250	$ 18,249
Less accumulated amortization	(13,739)	(973)	(381)	(120)	(196)	(15,409)
	$ 739	$ 1,204	$ 539	$ 304	$ 54	$ 2,840

Intangible amortization expense for the three months ended July 31, 2010 and 2009 was $250 and $152, respectively. The intangible amortization expense estimated for the five fiscal years following fiscal year 2010 and thereafter is as follows:

2011	2012	2013	2014	2015	Thereafter
$ 840	$ 511	$ 449	$ 401	$ 350	$ 289

4. LONG-TERM DEBT

On July 9, 2009, we successfully completed the refinancing of our existing senior credit facility with a senior secured first lien credit facility (the "Senior Secured Credit Facility"), consisting of a $177,500 revolving credit facility (the "New Revolver") and a $130,000 aggregate principal term loan (the "New Term Loan"). In connection with the Senior Secured Credit Facility, we simultaneously completed the offering of $180,000 aggregate principal amount of 11% senior second lien notes due 2014 (the "Second Lien Notes"). The net proceeds from the Senior Secured Credit Facility and from the Second Lien Notes offering were used to refinance the borrowings under our $525,000 senior credit facility due April 2010.

For the first two fiscal quarters after July 9, 2009, the interest rate for borrowings under the New Revolver was LIBOR plus a margin of 4.50% per annum, and thereafter the applicable margin will be determined in accordance with the pricing grid as set forth in the Senior Secured Credit Facility Agreement dated July 9, 2009. The interest rate for the New Term Loan is LIBOR plus a margin of 5.00% per annum, provided that LIBOR shall not be less than 2.00% per annum. The New Term Loan was issued at an original issue price of 94.5% of the principal amount of the loan.

The Senior Secured Credit Facility is subject to customary affirmative, negative, and financial covenants, generally consistent with our prior credit agreement. The New Revolver is due December 31, 2012 and the New Term Loan is due April 9, 2014. If we fail to refinance our 9.75% Senior Subordinated Notes due February 2013 on or before October 31, 2012, the due date for the New Term Loan shall be December 31, 2012. We have the right to request an increase in the amount of the Senior Secured Credit Facility by an aggregate amount of $42,500, in our discretion, subject to certain conditions of the Senior Secured Credit Facility Agreement.

Further advances were available under the New Revolver in the amount of $95,655 as of July 31, 2010. The available amount is net of outstanding irrevocable letters of credit totaling $49,845 as of July 31, 2010, at which date no amount had been drawn.

The Second Lien Notes were issued at an original issue price of 97.2% of the principal amount. The Second Lien Notes pay interest on a semi-annual basis and are due on July 15, 2014.

The Second Lien Notes were sold in a private placement to qualified institutional buyers pursuant to Rule 144A under the Securities Act of 1933, as amended (the "Securities Act"), and to non-U.S. persons outside the United States under Regulation S under the Securities Act.

We recorded a charge of $511 as a loss on debt modification in the quarter ended July 31, 2009 relating to the unamortized deferred financing costs associated with the refinancing of our existing senior credit facility.

On May 27, 2010, we entered into an amendment to the Senior Secured Credit Facility to create additional capital structure flexibility. As amended, the Senior Secured Credit Facility permits us to use net proceeds of up to $150,000 from equity offerings to repurchase our 9.75% senior subordinated notes due 2013 (the "Senior Subordinated Notes") or our outstanding Second Lien Notes, subject to the restrictions as described in the amendment. We are also permitted to use up to $50,000 of borrowings under the Senior Secured Credit Facility to repurchase the Senior Subordinated Notes, subject to the restrictions as described in the amendment.

5. COMMITMENTS AND CONTINGENCIES

(a) Legal Proceedings

North Country Landfill Expansion

Our subsidiary, North Country Environmental Services, Inc. ("NCES") is located in Bethlehem, New Hampshire, and is currently permitted to accept municipal solid waste and C&D material from a wide geographic region. NCES projects that its permitted and uncontested capacity will last into fiscal year 2012.

NCES and the Town of Bethlehem (the "Town") have been in prolonged zoning litigation over NCES's expansion of the landfill. Currently, there are two court actions between NCES and the Town: a declaratory judgment action initiated by NCES on September 12, 2001, and a zoning enforcement action initiated by the Town on February 2, 2009. In the declaratory judgment action, the New Hampshire Supreme Court ruled that NCES has all necessary local approvals to expand its landfill within a 51-acre area, but remanded to the New Hampshire Superior Court issues related to the validity of the Town's zoning ordinance as it relates to a proposed landfill expansion outside that 51-acre area. In the enforcement action, the Town has requested an injunction requiring NCES to remove a leachate force main, a landfill gas line, storm water drainage lines, catch basins and outfalls, a landfill liner anchor trench, and storm water detention ponds that are located outside the 51-acre area. NCES and the Town filed cross-motions for summary judgment on the validity of the ordinance the Town is attempting to enforce, and the court denied both motions in October 2009. On February 5, 2010, the court granted NCES's motion to consolidate the remanded action with the enforcement action and continued the March 2010 trial date that had been set in the enforcement action. The trial of the consolidated actions has been set for January 2011, but NCES expects to file a motion to continue the trial in early September 2010.

On December 12, 2008, the New Hampshire Department of Environmental Services ("NHDES") denied a request by NCES to modify its standard permit to develop approximately eight years of capacity within the bounds of the 51-acre area. NCES revised and resubmitted its request, and the NHDES denied the revised request on March 25, 2009. NCES appealed each of these denials to the New Hampshire Waste Management Council. NCES obtained a stay of both appeals pending the outcome of the action for declaratory and injunctive relief described below.

NCES filed a petition for declaratory and injunctive relief with the New Hampshire Superior Court on February 10, 2009 related to the NHDES's December 12, 2008 denial. NCES amended this petition following NHDES's March 25, 2009 denial. In its amended petition, NCES sought declarations that NHDES's denials were unlawful on several grounds. NCES also sought preliminary injunctive relief that would have required NHDES to immediately resume its consideration of NCES's request to modify its standard permit. In addition, NCES sought permanent injunctive relief that would require NHDES to review the permit modification application in conformity with the Superior Court's declarations. In October 2009, NCES moved successfully — with NHDES's concurrence — to stay the litigation so that NHDES could consider the results of certain remedial work NCES undertook during the 2009 construction season. NCES sought the stay because the outcome of this review by NHDES could affect the scope of the litigation.

On April 29, 2010, NCES filed another application with NHDES to modify its standard permit to develop the capacity that was the subject of the denials in December 2008 and March 2009. On August 27, 2010, NHDES granted the application, thereby authorizing NCES to develop approximately one million cubic yards of disposal capacity. Any appeal of this decision must be filed no later than September 26, 2010. NCES is currently considering whether NHDES's August 27, 2010 decision moots or otherwise renders unnecessary the pending litigation in the Waste Management Council and in the superior court against NHDES.

Southbridge Landfill Site Assignment Appeal

On June 9, 2008, the Southbridge Board of Health ("Southbridge BOH") issued a Decision and Statement of Findings pursuant to Massachusetts General Laws ch.111, §§150A and 150 A1/2 and 310 CMR 16.00 ("2008 Site Assignment") granting our subsidiary, Southbridge Recycling and Disposal Park, a minor modification to the existing site assignment for the Southbridge Sanitary Landfill (the "Landfill"). The 2008 Site Assignment allows Southbridge Recycling and Disposal Park, subject to numerous conditions, to accept into the Landfill up to 405,000 tons of waste per year without regard to geographic origin.

On or about July 14, 2008, the Sturbridge Board of Health ("Sturbridge BOH"), an abutting municipality to Southbridge, together with several 10-citizen groups, filed a complaint in Worcester County Superior Court contesting the 2008 Site Assignment (the "Appeal"). The Appeal named as defendants the Southbridge BOH, its individual members and Southbridge Recycling and Disposal Park. On August 21, 2008, Southbridge Recycling and Disposal Park reached a settlement with the Sturbridge BOH, pursuant to which Southbridge Recycling and Disposal Park agreed to fund an escrow account to be controlled by the Sturbridge BOH, in the amount of $50. The Sturbridge BOH withdrew as a party to the Appeal on August 22, 2008.

On December 11, 2009, the Worcester County Superior Court dismissed the plaintiffs' complaint following briefing and a court hearing. Plaintiffs appealed that decision, and we have filed a joint motion with the Sturbridge BOH to dismiss contending that the appeal was filed late and is subject to dismissal as a matter of law. While it is too early to assess the outcome of the appellate action, Southbridge Recycling and Disposal Park will continue to aggressively defend the appellate action.

In July 2008, Southbridge Recycling and Disposal Park filed an application with the Massachusetts Department of Environmental Protection ("MADEP") for a minor modification to the existing landfill operating permit, to allow Southbridge Recycling and Disposal Park to operate in a manner consistent with the Site Assignment (conversion from 180,960 tons per year of construction and demolition debris to 180,960 tons per year of any combination of construction and demolition debris and municipal solid waste, with no geographic limitations). The MADEP issued a "provisional" final permit granting this minor modification on April 23, 2010, and invited public comment through May 19, 2010. On May 28, 2010, the MADEP issued a final permit granting the minor modification to Southbridge Recycling and Disposal Park's existing operating permit (the "Conversion Permit"). On July 1, 2010, the Board of Health of the Town of Sturbridge filed a complaint challenging MADEP's issuance of the Conversion Permit, despite its prior settlement. However, due to procedural irregularities in the Board of Health's filing, the court has not accepted the filing as complete and the lawsuit has therefore not officially been initiated. MADEP as the issuing agency and defendant will be required to defend the Final Permit. We will assist to the extent required or requested.

CRMC Bethlehem, LLC Litigation

CRMC Bethlehem, LLC and Commonwealth Bethlehem Energy, LLC (collectively, "CRMC"), have filed claims in the US District Court for the District of New Hampshire against NCES. CRMC seeks declaratory and injunctive relief and damages. CRMC alleges that NCES has breached the terms of a Gas

Lease and Easement Agreement by and between CRMC and NCES, entered into on September 10, 1998, as amended on March 1, 2000 (the "Gas Lease"). CRMC alleges that NCES has inappropriately interfered with CRMC rights pursuant to the Gas Lease to develop a landfill gas-to-energy project to be sited on the Landfill. CRMC also alleges that N CES has violated the terms of an Operations and Maintenance Agreement in operating the landfill gas management system. NCES denies these allegations, and intends to vigorously defend against these claims. We do not believe that this matter will have a material adverse effect on our business, financial condition or results of operations or cash flows.

Vermont Attorney General Matter

We have been a party to an Assurance of Discontinuance ("AOD") entered into on May 17, 2002 with the Vermont Attorney General's Office, which relates to our business activities in Vermont regarding certain contract terms, and certain acquisition guidelines. On March 23, 2010, we were the recipient of a Civil Investigative Subpoena requesting information and documents regarding our compliance with the AOD. We have been, and will continue to be, responsive to the inquiries proffered by the Vermont Attorney General's office. We do not believe that this matter will have a material adverse effect on our business, financial condition or results of operations or cash flows.

Other

We are a defendant in certain other lawsuits alleging various claims incurred in the ordinary course of business, none of which, either individually or in the aggregate, we believe are material to its financial condition, results of operations or cash flows.

We offer no prediction of the outcome of any of the proceedings or negotiations described above. We are vigorously defending each of these lawsuits and claims. However, 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 or results of operations or cash flows.

(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"), a Casella 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 drafting 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 estimates 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 2012. WSI is jointly and severally liable for the total cost to remediate but is 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 third quarter of fiscal 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. Such charges could be significantly higher if costs exceed estimates, or one or more of the other responsible parties fail to meet their obligation. We inflate these estimated costs in current dollars until the expected time of payment and discounts the cost to present value using an appropriate discount rate (3.12%). As of April 30, 2010 and July 31, 2010, we recorded $4,551 and $4,585, respectively, related to this liability including the recognition of $55 and $34 of accretion expense in the three months ended July 31, 2009 and 2010.

6. STOCK-BASED COMPENSATION

On June 2010, we granted a combination of restricted stock units and performance stock units under the 2006 Stock Incentive Plan (the "2006 Plan") to certain employees. The stock units are subject to vesting, one half of which is based on the attainment of a targeted annual return on assets in fiscal year 2013 (performance stock units) and the other half of which vests based on continued employment over a three year period starting on the first anniversary of the grant (restricted stock grants). As of July 31, 2010, the performance stock units included in the June 2010 grant could result in the issuance of up to 586 shares of Class A Common Stock based on the attainment of a targeted annual return on assets in fiscal 2013 and the restricted stock units could result in the issuance of up to 469 shares of Class A Common Stock based on vesting over a three year period starting on the first anniversary of the grant. The performance and restricted stock units were granted at a grant date fair value of $3.83 per share.

As of July 31, 2010 there were 430 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 at least equal to the prevailing fair market value at the issue date. In general, 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 three months ended July 31, 2010 is as follows:

	Stock Options	Weighted Average Exercise Price
Outstanding, April 30, 2010	2,639	$ 11.28
Granted	250	$ 3.81
Exercised	—	$ —
Class A Common Stock Issued	—	$ —
Forfeited	(558)	$ 9.60
Outstanding, July 31, 2010	2,331	$ 10.88
Exercisable, July 31, 2010	2,053	$ 11.76

A summary of restricted stock, and restricted stock unit and performance stock unit activity for the three months ended July 31, 2010 is as follows:

	Restricted Stock / Restricted Stock Units	Performance Stock Units (1)
Outstanding, April 30, 2010	695	775
Granted	483	469
Class A Common Stock Issued	(187)	—
Forfeited	(17)	(19)
Outstanding, July 31, 2010	974	1,225

(1) Performance stock units are included at the 100% attainment level. Attainment of performance metrics at maximum levels could result in the issuance of an additional 772 shares of Class A Common Stock.

We recorded $608 and $507 of stock-based compensation expense related to stock options, performance stock units, restricted stock units and restricted stock during the three months ended July 31, 2010 and 2009. We also recorded $22 and $23 of stock-based compensation expense for our Employee Stock Purchase Plan during the three months ended July 31, 2010 and 2009.

Stock-based compensation expense is included in general and administration expenses in the consolidated statement of operations. The unrecognized stock-based compensation expense at July 31, 2010 related to unvested stock options and restricted stock units was $3,031, to be recognized over a weighted average period of 2.3 years. We expect to recognize $2,283 of expense related to outstanding performance stock units over the weighted average period based on expected metrics at July 31, 2010. Maximum unrecognized stock-based compensation expense at July 31, 2010 related to outstanding performance stock units was $5,867, to be recognized over a weighted average period of 1.9 years subject to the attainment of performance metrics.

Our calculations of stock-based compensation expense associated with stock options and our Employee Stock Purchase Plan for the three months ended July 31, 2010 were made using the Black-Scholes valuation model. The fair value of our stock option grants was estimated assuming no expected dividend yield and the following weighted average assumptions were used for the three months ended July 31, 2010 and 2009:

	Three Months Ended July 31,	
	2010	2009
Stock Options:		
Expected life	6.73	—
Risk-free interest rate	1.85%	—
Expected volatility	85.60%	—
Stock Purchase Plan:		
Expected life	0.5 years	0.5 years
Risk-free interest rate	0.22%	0.35%
Expected volatility	47.45%	243.78%

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. For shares issued under our Employee Stock Purchase Plan and stock options granted during the three months ended July 31, 2010, 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 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 consolidated statements of operations.

7. EARNINGS PER SHARE

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

	Three Months Ended July 31, 2010	Three Months Ended July 31, 2009
Numerator:		
Net loss applicable to common stockholders	$ (2,778)	$ (2,902)
Denominator:		
Number of shares outstanding, end of period:		
Class A common stock	25,180	24,745
Class B common stock	988	988
Unvested restricted stock	(122)	—
Effect of weighted average shares outstanding during period	(141)	(45)
Weighted average number of common shares used in basic EPS	25,905	25,688
Impact of potentially dilutive securities:		
Dilutive effect of options and restricted stock units	—	—
Weighted average number of common shares used in diluted EPS	25,905	25,688

For the three months ended July 31, 2010 and 2009, 4,413 and 4,961 Class A Common Shares related to options and restricted / performance stock units, respectively, were excluded from the calculation of dilutive shares since the inclusion of such shares would be anti-dilutive.

8. COMPREHENSIVE LOSS

Comprehensive loss is defined as the change in net assets of a business enterprise during a period from transactions generated from non-owner sources. It includes all changes in equity during a period except those resulting from investments by owners and distributions to owners. Accumulated other comprehensive loss included in the accompanying balance sheets consists of changes in the fair value of our commodity hedge agreements. Also included in accumulated other comprehensive loss is the change in fair value of certain securities classified as available for sale as well as our portion of the change in the fair value of commodity hedge agreements of our equity method investment, US GreenFiber, LLC ("GreenFiber").

Comprehensive loss for the three months ended July 31, 2010 and 2009 is as follows:

	Three Months Ended July 31, 2010	Three Months Ended July 31, 2009
Net loss applicable to common stockholders	$ (2,778)	$ (2,902)
Other comprehensive income (loss)	364	(1,713)
Comprehensive loss	$ (2,414)	$ (4,615)

The components of other comprehensive income (loss) for the three months ended July 31, 2010 and 2009 are shown as follows:

	2010 Gross	2010 Tax effect	2010 Net of Tax	2009 Gross	2009 Tax effect	2009 Net of Tax
Changes in fair value of marketable securities during the period	$ (6)	$ —	$ (6)	$ 5	$ —	$ 5
Change in fair value of commodity hedges during the period	182	(433)	615	(998)	—	(998)
Reclassification to earnings for interest rate derivatives and commodity hedge contracts	(85)	160	(245)	(1,206)	(486)	(720)
	$ 91	$ (273)	$ 364	$ (2,199)	$ (486)	$ (1,713)

Our strategy to hedge against fluctuations in the commodity prices of recycled paper is to enter into hedges to 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. We have evaluated these hedges and believe that these instruments qualify for hedge accounting pursuant to derivative and hedging guidance. Designated as effective cash flow hedges, the changes in the fair value of these derivatives are recognized in other comprehensive (loss) income until the hedged item is settled and recognized as part of commodity revenue. We recognize all derivatives on the balance sheet at fair value.

At July 31, 2010, we were party to seven commodity hedge contracts for old corrugated cardboard ("OCC") and ten commodity hedge contracts for old newsprint ("ONP") as follows:

Inception Date Range	Commodity Type	Contract Date Range	Monthly Notional Ton Range	Fixed Price Per Ton Received Range
December 2007 - March 2010	OCC	April 2008 - June 2011	75 - 750	$85 - $127
June 2007 - March 2010	ONP	June 2007 - December 2011	350 - 1500	$85 - $127

If the price per short ton of the underlying commodity as reported on the Official Board Market is less than the contract price per short ton, we receive the difference between the average price and the contract price (multiplied by the notional tons) from the respective counter-party. If the price of the commodity exceeds the contract price per short ton, we pay the calculated difference to the counter-party.

The fair values of the commodity hedges are obtained or derived from third-party counter-parties and are determined using valuation models with assumptions about market prices for commodities being based on those in underlying active markets. The gross carrying value of our commodity hedges was $1,267 at July 31, 2010 with $995 recorded in other current assets and $272 recorded in other non-current assets in our Consolidated Balance Sheets. In accordance with derivative and hedging guidance, the offset to this, net of taxes of $1,228, is recorded to accumulated other comprehensive loss.

9. FAIR VALUE OF FINANCIAL INSTRUMENTS

On May 1, 2008, we adopted FASB guidance relating to financial assets and liabilities that are being measured and reported at fair value on a recurring basis.

This guidance provides a framework for measuring fair value and establishes a fair value hierarchy that prioritizes the inputs used to measure fair value, giving the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 inputs) and the lowest priority to unobservable inputs (Level 3 inputs).

Our financial assets and liabilities recorded at fair value on a recurring basis include restricted assets and derivative instruments. Our derivative instruments include commodity hedges. As of July 31, 2010, we had no interest rate derivatives. We use commodity hedges to hedge against fluctuations in commodity pricing. The fair value of these hedges is based on futures pricing in the underlying commodities.

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 liability. As of July 31, 2010, our assets that are measured at fair value on a recurring basis included the following:

	Fair Value Measurement at July 31, 2010 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	$ 222	$ —	$ —
Commodity derivatives	—	434	—
Total	$ 222	$ 434	$ —

During the three months ended July 31, 2010 and 2009 there were no nonrecurring fair value measurements of assets and liabilities measured at fair value on a nonrecurring basis subsequent to initial measurement.

Our financial instruments include cash and cash equivalents, trade receivables, investments in closure trust funds and trade payables. The carrying values of these financial instruments approximate their respective fair values. At July 31, 2010, the fair market value of our fixed rate debt including the Second Lien Notes and the 9.75% Senior Subordinated Notes due February 2013 was approximately $390,750 and the carrying value was $372,938. At July 31, 2010, the fair market value of our Senior Secured Credit Facility which includes the New Revolver and New Term Loan was approximately $159,842 and the carrying value was $154,924.

10. ASSETS HELD FOR SALE AND DISCONTINUED OPERATIONS

Assets held for sale:

In the quarter ended July 31, 2010, we completed the divestiture of the assets of our Cape Cod, Massachusetts operations along with the assets of our Rochester, Massachusetts transfer station. Total consideration amounted to $7,750 with cash proceeds of $7,533. We recorded a gain on divestiture of $3,502. Assets of these operations were deemed as held for sale in the quarter ended April 30, 2010. Non-current assets held for sale at April 30, 2010 were related to property, plant and equipment and amounted to $3,708.

Discontinued operations:

We completed the divestiture of our Great Northern Recycling Canadian operation in the third quarter of fiscal year 2010 for $400 in cash. In the fourth quarter of fiscal year 2010, we also completed the divestiture of our domestic brokerage operations for $1,350. We had previously accounted for these transactions as assets under contractual obligation. This resulted in a gain on disposal of discontinued operations (net of tax) amounting to $41 in the three months ended July 31, 2009.

Our contract for the FCR Recycling Cape May operation expired in the third quarter of fiscal year 2010. Accordingly, this operation has been treated as a discontinued operation.

The operating results of these operations for the three months ended July 31, 2009 have been reclassified from continuing to discontinued operations in the accompanying consolidated financial statements. Revenues and income before income taxes attributable to discontinued operations for the three months ended July 31, 2009 amounted to $644 and $216, respectively.

We have recorded liabilities associated with previous divestitures amounting to approximately $304 at July 31, 2010.

We allocate interest expense to discontinued operations. We have also eliminated certain immaterial inter-company activity associated with discontinued operations.

11. SEGMENT REPORTING

We manage and evaluate our solid waste operations on a geographic basis through three regions, designated as the Eastern, Central and Western regions, which include a full range of solid waste services including collection, transfer, recycling and disposal of non-hazardous solid waste. Solid waste operations also includes our power generation operations. Our revenues in the FCR recycling segment are derived primarily from the processing and recycling and sale of paper, metals, aluminum, plastics and glass. Ancillary operations, major customer accounts and earnings from equity method investments are included in Other.

Three Months Ended July 31, 2010

Segment	Outside revenues	Inter-company revenue	Depreciation and amortization	Operating income (loss)	Total assets
Eastern	$ 45,121	$ 10,680	$ 6,192	$ 2,830	$ 227,770
Central	28,255	11,601	3,833	3,741	157,697
Western	29,192	6,422	4,077	6,761	181,160
FCR recycling	26,872	234	1,984	1,715	108,590
Other	10,401	—	641	(501)	76,071
Eliminations	—	(28,937)	—	—	—
Total	$ 139,841	$ —	$ 16,727	$ 14,546	$ 751,288

Three Months Ended July 31, 2009

Segment	Outside revenues	Inter-company revenue	Depreciation and amortization	Operating income (loss)	Total assets
Eastern	$ 45,993	$ 11,154	$ 9,737	$ (1,952)	$ 234,209
Central	29,847	11,884	3,634	4,745	159,120
Western	25,157	6,123	3,758	4,992	175,012
FCR recycling	21,668	164	1,931	1,857	107,376
Other	9,792	—	432	(530)	86,154
Eliminations	—	(29,325)	—	—	—
Total	$ 132,457	$ —	$ 19,492	$ 9,112	$ 761,871

Sources of our total revenue are as follows:

	Three Months Ended July 31,	
	2010	2009
Collection	$ 52,676	$ 53,108
Disposal	29,380	29,742
Power generation	5,714	6,369
Processing and recycling	14,799	11,778
Solid waste operations	102,569	100,997
Major accounts	10,401	9,792
FCR recycling	26,871	21,668
Total revenues	$ 139,841	$ 132,457

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 months ended July 31, 2009 have been revised to conform to this presentation.

12. INVESTMENTS IN UNCONSOLIDATED ENTITIES

Effective August 1, 2000, we entered into a joint venture agreement with Louisiana-Pacific Corporation to combine our respective cellulose insulation businesses into a single operating entity, GreenFiber. Our investment in GreenFiber amounted to $25,840 and $23,454 at April 30, 2010 and July 31, 2010, respectively. We account for our 50% ownership in GreenFiber using the equity method of accounting.

Summarized financial information for GreenFiber is as follows:

		April 30, 2010		July 31, 2010
Current assets	$	16,969	$	13,812
Noncurrent assets		56,770		55,776
Current liabilities		11,553		13,026
Noncurrent liabilities	$	9,625	$	8,904

	Three Months Ended July 31,			
		2010		2009
Revenue	$	17,438	$	21,119
Gross profit		1,786		4,760
Net loss	$	(4,264)	$	(2,437)

We also have a 10.6% interest in RecycleRewards, Inc., a company that markets an incentive based recycling service, and a 19.9% interest in Evergreen National Indemnity Company, a surety company which provides surety bonds to secure contractual performance for municipal solid waste collection contracts and landfill closure and post-closure obligations. Our investment in these interests amounted to $15,123 at April 30, 2010 and July 31, 2010. We account for these investments under the cost method of accounting.

13. SUBSIDIARY GUARANTORS

Our Senior Subordinated Notes and Second Lien 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 Senior Subordinated Notes and Second Lien Notes and the Parent has no independent assets or operations. Non-guarantor subsidiaries of the parent are considered minor as each represents less than 3% of total assets, stockholders' equity, revenues, loss from continuing operations before income taxes and discontinued operations and cash flow from operating activities. There are no significant restrictions on the ability of the Parent and the guarantor subsidiaries to obtain funds from subsidiaries by dividend or loan.

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

The following discussion should be read in conjunction with the 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, 2010.

This Quarterly Report on Form 10-Q and, in particular, this Management's Discussion and Analysis 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 report that are not statements of historical fact should be considered forward-looking statements. You can identify these forward-looking statements by the use of the words "believes", "expects", "anticipates", "plans", "may", "will", "would", "intends", "estimates" and other similar expressions, whether in the negative or affirmative. These forward-looking statements are based on current expectations, estimates, forecasts and projections about the industry and markets in which we operate as well as management's beliefs and assumptions, and should be read in conjunction with our consolidated financial statements and notes to consolidated financial statements included in this report. 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, 2010. We do not intend to update publicly 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 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 and recycling services. We operate in 14 states— including vertically integrated solid waste operations in Vermont, New Hampshire, New York, Massachusetts and Maine; and stand alone materials processing facilities in Connecticut, Pennsylvania, New Jersey, North Carolina, Tennessee, Georgia, Florida, Michigan and Wisconsin.

As of August 31, 2010, we owned and/or operated 31 solid waste collection operations, 30 transfer stations, 34 recycling facilities, eight Subtitle D landfills, one landfill permitted to accept construction and demolition materials, and one waste-to-energy facility. In addition, we hold a 50% interest in US Green Fiber, LLC ("GreenFiber"), a joint venture that manufactures, markets and sells cellulose insulation made from recycled fiber. We also hold a 10.6% interest in RecycleRewards, Inc. ("RecycleRewards"), a company that markets an incentive based recycling service, and a 19.9% interest in Evergreen National Indemnity Company ("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.

Operating Results

Revenue and operating income (loss) based on our segments for the three months ended July 31, 2010 and 2009 are as follows (in millions):

	Revenues		Operating Income (Loss)	
	Three Months Ended July 31,			
Segment	**2010**	**2009**	**2010**	**2009**
Eastern	$ 45.1	$ 46.0	$ 2.8	$ (2.0)
Central	28.2	29.8	3.7	4.7
Western	29.2	25.2	6.8	5.0
Total solid waste operations	102.5	101.0	13.3	7.7
FCR recycling	26.9	21.7	1.7	1.9
Other	10.4	9.8	(0.4)	(0.5)
Total revenues	$ 139.8	$ 132.5	$ 14.6	$ 9.1

For the quarter ended July 31, 2010, we reported revenues of $139.8 million, an increase of $7.3 million, or 5.6%, from $132.5 million for the quarter ended July 31, 2009. Solid waste revenues increased 1.6%, with higher disposal and processing and recycling volumes accounting for 5.2% of the increase, 1.4% of the increase from positive commodity prices and volumes along with a 0.6% increase from fuel surcharges. These increases were partially offset by volume decline in collection and power generation of 1.6%, 0.4% commodity price decrease, 0.3% related to a divestiture in the Eastern region, and 3.3% decline from the closure of a landfill. Major accounts revenues increased 6.2% with volume improvement of 8.8% offset by 2.6% price decline. As a percentage of total FCR recycling revenues, FCR revenues increased 24.0%, with 20.7% coming from higher commodity prices and 3.3% from higher volumes in the quarter relative to an overall recovery in the commodities industry over the past year.

Operating income for the quarter ended July 31, 2010 was $14.6 million compared to $9.1 million in the prior year comparable period and increased as a percentage of revenue to 10.4% from 6.9%. Western region operating income increased $1.8 million compared to the prior year period due to higher disposal revenues associate with higher volume. Eastern region operating income increased $4.8 million compared to the prior year period due to the gain on divestiture as discussed below along with the impact of lower landfill amortization expense associated with the closure of the Pine Tree landfill. Central region operating income decreased by $1.0 million primarily due to lower disposal volumes.

Divestitures

In the quarter ended July 31, 2010, we completed the divestiture of the assets of our Cape Cod, Massachusetts operations along with the assets of our Rochester, Massachusetts transfer station. Total consideration amounted to $7.8 million with cash proceeds of $7.5 million. We recorded a gain on divestiture of $3.5 million.

We completed the divestiture of our Great Northern Recycling Canadian operation in the third quarter of fiscal year 2010 for $0.4 million in cash. In the fourth quarter of fiscal year 2010, we also completed the divestiture of our domestic brokerage operations for $1.4 million in cash. We had previously accounted for these transactions as assets under contractual obligation. This resulted in a gain on disposal of discontinued operations (net of tax) amounting to $0.04 million in the three months ended July 31, 2009.

Our contract for the FCR Recycling Cape May operation expired in the third quarter of fiscal year 2010. Accordingly, this operation has been treated as a discontinued operation in the three months ended July 31, 2009. The operating results of these operations for the three months ended July 31, 2009 have been reclassified from continuing to discontinued operations in the accompanying consolidated financial statements. Revenues and income before income taxes attributable to discontinued operations for the three months ended July 31, 2009 amounted to $0.6 million and $0.2 million, respectively.

Critical Accounting Policies and Estimates

The preparation of our 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 7 of our Annual Report on Form 10-K for the year ended April 30, 2010.

Adoption of New Accounting Pronouncements

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

General

Revenues

Our revenues in the Eastern, Central and Western regions are attributable primarily to fees charged to customers for solid waste disposal and collection, landfill, landfill gas-to energy, waste-to-energy, transfer, as well as processing 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 landfill facilities and transfer stations. Recycling revenues, which are included in FCR recycling and the Central and Western regions, consist of revenues from the sale of recyclable commodities and operations and maintenance contracts of recycling facilities for municipal customers. We also generate and sell electricity under a contract at our waste-to-energy facility and at certain of our landfill facilities.

GreenFiber's business is conducted through a 50/50 joint venture with Louisiana-Pacific Corporation, and accordingly, we recognized half of the joint venture's net income or loss on the equity method in our results of operations. Our investments in RecycleRewards and Evergreen are accounted under the cost method of accounting. Also, in the "Other" segment, we have 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 July 31,			
	2010		2009	
Collection	$ 52.6	37.7%	$ 53.1	40.1%
Disposal	29.4	21.0%	29.7	22.5%
Power generation	5.7	4.1%	6.4	4.8%
Processing and recycling	14.8	10.6%	11.8	8.9%
Total solid waste operations	102.5	73.4%	101.0	76.3%
Major accounts	10.4	7.4%	9.8	7.4%
FCR recycling	26.9	19.2%	21.7	16.3%
Total revenues	$ 139.8	100.0%	$ 132.5	100.0%

Solid waste operations revenues decreased as a percentage of total revenues in the three months ended July 31, 2010 compared to the same period in the prior year mainly due to the decrease in collection and power generation revenues as a result of lower volumes, price decreases in disposal and power generation and a landfill closure and divestiture in the Eastern region. These declines were offset by collection pricing improvements, processing and recycling operations commodity price improvements as well as increased volumes coming from disposal and recycling and processing. The dollar increase in major accounts revenues in the three months ended July 31, 2010 compared to the prior year is primarily due to higher volumes, partially offset by price decreases. FCR recycling revenues were higher in the three months ended July 31, 2010 primarily due to commodity price increases and higher volumes.

Operating Expenses

Cost of operations includes labor, tipping fees paid to third-party disposal facilities, fuel, maintenance and repair of vehicles and equipment, worker's 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.

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.

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.

The following table sets forth for the periods indicated the percentage relationship that certain items from our consolidated financial statements bear to revenues.

	Three Months Ended July 31,	
	2010	2009
Revenues	100.0%	100.0%
Cost of operations	67.8%	66.2%
General and administration	12.3%	12.2%
Depreciation and amortization	12.0%	14.7%
Gain on divestiture	-2.5%	0.0%
Operating income	10.4%	6.9%
Interest expense, net	10.5%	7.4%
Loss from equity method investments	1.5%	0.9%
Other income, net	-0.1%	0.4%
Provision for income taxes	0.6%	0.4%
Loss before discontinued operations	-2.1%	-2.2%

Three months ended July 31, 2010 and 2009

Revenues - Revenues increased $7.3 million, or 5.6%, to $139.8 million in the quarter ended July 31, 2010 from $132.5 million in the quarter ended July 31, 2009. Solid waste revenues, increased $1.6 million, with $5.3 million coming from volume increases in our disposal and processing and recycling operations, $0.3 million from higher collection prices, $1.4 million from higher processing and recycling commodity prices and volumes, and $0.6 million from an increase in fuel surcharges. These increases were partially offset by lower disposal, waste to energy, and processing and recycling prices amounting to $0.3 million, volume declines of $1.6 million for collection and power generation, $0.4 million from lower power generation commodity price and volume, $3.4 million related to the closure of a landfill in the Eastern region, and $0.4 million related to a divestiture in the collection and disposal segments. Major accounts revenues increased $0.6 million with $0.9 million coming from volume increases offset by $0.3 million price decline. FCR recycling revenues increased $5.2 million mainly due to increases in commodity prices and higher volumes.

Cost of operations - Cost of operations increased $7.2 million, or 8.2%, to $94.8 million in the quarter ended July 31, 2010 from $87.6 million in the quarter ended July 31, 2009 and increased as a percentage of revenue between periods to 67.8% from 66.2%. The dollar increase in cost of operations is attributable to higher costs of purchased materials associated with increased revenues and higher direct labor costs in the FCR recycling segment along with higher solid waste operating costs including host and royalty fees and fuel costs. The percentage of revenue increase in cost of operations is attributable to higher fuels costs and purchased materials costs in the FCR recycling segment.

General and administration - General and administration expenses increased $1.0 million, or 6.2%, to $17.2 million in the quarter ended July 31, 2010 from $16.2 million in the quarter ended July 31, 2009. General and administration expenses as a percentage of revenues remained relatively consistent between periods. The dollar increase in general and administration expenses is primarily from higher expense associated with salary and incentive compensation costs, consulting and bad debt expense, partially offset by lower legal expense.

Depreciation and amortization - Depreciation and amortization expense decreased $2.8 million, or 14.4%, to $16.7 million in the quarter ended July 31, 2010 from $19.5 million in the quarter ended July 31, 2009. Landfill amortization expense decreased by $2.4 million in the quarter ended July 31, 2010 associated with the closure of the Pine Tree landfill which ceased operations in the quarter ended January 31, 2010, offset by higher amortization at other sites due to higher volumes. Depreciation expense was relatively flat between periods. Depreciation and amortization expense as a percentage of revenue decreased to 12.0% in the quarter ended July 31, 2010 from 14.7% in the quarter ended July 31, 2009.

Interest expense, net - Net interest expense increased $4.8 million, or 49.0%, to $14.6 million in the quarter ended July 31, 2010 from $9.8 million in the quarter ended July 31, 2009. This increase is primarily attributable to higher average interest rates associated with our new capital structure which was put in place on July 9, 2009. Net interest expense, as a percentage of revenues, increased to 10.5% in the quarter ended July 31, 2010 from 7.4% in the quarter ended July 31, 2009.

Loss from equity method investments - The loss from equity method investments in the quarter ended July 31, 2010 is attributable to our 50% joint venture interest in GreenFiber. GreenFiber reported a loss for the quarter ended July 31, 2010, of which our share was $2.1 million, compared to a loss in the quarter ended July 31, 2009, of which our share was $1.2 million. GreenFiber's lower revenues and higher net loss for the quarter ended July 31, 2010 compared to the quarter ended July 31, 2009 are due to slower housing starts.

Provision for income taxes — Provision for income taxes increased $0.2 million to $0.8 million in the quarter ended July 31, 2010 from $0.6 million in the quarter ended July 31, 2009. The effective tax rate changed to (36.7)% for the quarter ended July 31, 2010 from (23.6)% for the quarter ended July 31, 2009. The provision for income taxes in the quarter ended July 31, 2010 includes $0.7 million in deferred tax provision, primarily related to an increase in the valuation allowance against deferred tax assets, and $0.1 million in current tax provision. The deferred tax provision for the current period and the change in the effective tax rate between periods are primarily a result of an increase in the valuation allowance related to the book loss projected for the year and the provision of deferred tax liabilities related to indefinite lived intangible asset amortization for tax purposes.

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 or maintenance 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 new business, as well as expenditures associated with increasing 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.

We had net working capital deficit of $6.3 million at July 31, 2010 compared to a deficit of $10.1 million at April 30, 2010. Net working capital comprises current assets, excluding cash and cash equivalents, minus current liabilities. The increase in net working capital at July 31, 2010 was primarily due to higher trade receivables.

On July 9, 2009, we completed the refinancing of our then existing senior credit facility with a Senior Secured Credit Facility, consisting of a $177.5 million revolving credit facility (the “New Revolver”), a $130.0 million aggregate principal term loan (the “New Term Loan”) and the offering of $180.0 million aggregate principal amount of Second Lien Notes. The net proceeds from the Senior Secured Credit Facility and Second Lien Notes offering were used to refinance the borrowings under our $525.0 million then existing senior credit facility due April 2010.

For the first two quarters after the closing date, the interest rate for borrowings under the New Revolver was LIBOR plus a margin of 4.50% per annum, and thereafter the applicable margin will be determined in accordance with the pricing grid as set forth in the Senior Secured Credit Facility Agreement dated July 9, 2009. The interest rate for the New Term Loan will be LIBOR plus a margin of 5.00% per annum, provided that LIBOR shall not be less than 2.00% per annum. The New Term Loan was issued at an original issue price of 94.5% of the principal amount of the loan.

The Senior Secured Credit Facility is subject to customary affirmative, negative, and financial covenants, generally consistent with our prior credit agreement. The New Revolver is due December 31, 2012 and the New Term Loan is due April 9, 2014. If we fail to refinance the Senior Subordinated Notes due 2013 on or before January 31, 2012 the due date for the New Term Loan shall be December 31, 2012. We have the right to request an increase in the amount of the Senior Secured Credit Facility by an aggregate amount of $42.5 million at our discretion, subject to certain conditions.

As of July 31, 2010, we were in compliance with all financial covenants as follows:

Senior Secured Credit Facility Covenant	Twelve months ended July 31, 2010	Covenant requirements - July 31, 2010
Total funded debt / Bank-defined cash flow metric (1)	4.43	5.75 Max.
Senior funded debt / Bank-defined cash flow metric (1)	2.93	3.90 Max.
Interest coverage	2.40	1.80 Min.

(1) Bank-defined cash flow metric is based on operating results for the twelve months preceding the measurement date, July 31, 2010. A reconciliation of net cash provided by operating activities to bank-defined cash flow metric is as follows (dollars in thousands):

	Twelve Months Ended July 31, 2010
Net cash provided by operating activities	$ 58,332
Changes in assets and liabilities, net of effects of acquisitions and divestitures	9,211
Gain on sale of equipment and assets	4,500
Stock based compensation, net of excess tax benefit on exercise of options	(2,342)
Environmental remediation charge	(335)
Interest expense plus amortization of premium on senior notes less discount on term loan and second lien notes	57,839
Provision for income taxes, net of deferred taxes	50
Adjustments to income as allowed by Senior Secured Credit Facility Agreement	2,675
Bank - defined cash flow metric	$ 129,930

Further advances were available under the New Revolver in the amount of $95.7 million as of July 31, 2010. The available amount is net of outstanding irrevocable letters of credit totaling $49.8 million as of July 31, 2010, at which date no amount had been drawn.

The Second Lien Notes indenture contains negative covenants that restrict dividends, stock repurchases and other payments, and also limits the incurrence of debt and issuance of preferred stock by requiring that we maintain a minimum consolidated fixed charge coverage ratio. As of July 31, 2010, we were in compliance with all covenants under the Second Lien Notes.

On May 27, 2010, we entered into an amendment to the Senior Secured Credit Facility to create additional capital structure flexibility. As amended, the Senior Secured Credit Facility permits us to use net proceeds of up to $150.0 million from equity offerings to repurchase our 9.75% senior subordinated notes due 2013 (the “Senior Subordinated Notes”) or our outstanding Second Lien Notes, subject to the restrictions as described in the amendment. We are also permitted to use up to $50.0 million of borrowings under the Senior Secured Credit Facility to repurchase the Senior Subordinated Notes, subject to the restrictions as described in the amendment.

As of July 31, 2010, we had outstanding $195.0 million of Senior Subordinated Notes which mature in February 2013. The Senior Subordinated Notes are guaranteed jointly and severally, fully and unconditionally by our significant wholly-owned subsidiaries. The Senior Subordinated Notes indenture contains negative covenants that restrict dividends, stock repurchases and other payments, and also limits the incurrence of debt and issuance of preferred stock by requiring that we maintain a minimum consolidated fixed charge coverage ratio. As of July 31, 2010, we were in compliance with all covenants under the Senior Subordinated Notes.

On December 28, 2005, we completed a $25.0 million financing transaction involving the issuance by the Finance Authority of Maine of $25.0 million aggregate principal amount of our Solid Waste Disposal Revenue Bonds Series 2005 (the “Bonds”) which mature in January 2025, subject to certain redemption rights. The Bonds are issued pursuant to an indenture, dated as of December 1, 2005 and are 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, we borrowed the proceeds of the Bonds to pay for certain costs relating to equipment acquisition for solid waste collection and transportation services, all located in Maine.

On July 31, 2008, we completed a financing transaction for the construction of two single-stream material recovery facilities as well as engines for a landfill gas to energy project with a third-party leasing company. The balance on the facility at July 31, 2010 was $11.9 million. The financing has a seven year term at a fixed rate of interest (approximately 7.1%).

Net cash provided by operating activities amounted to $13.3 million for the three months ended July 31, 2010 compared to $24.2 million for the same period of the prior fiscal year. Depreciation and amortization decreased by $2.8 million in the three months ended July 31, 2010 versus the prior year, due primarily to lower landfill amortization expense associated with the closure of the Pine Tree landfill which ceased operations in the quarter ended January 31, 2010, offset by higher amortization at other sites due to higher volumes. In the three months ended July 31, 2010, we recorded a gain on divestiture of our Cape Cod and Rochester, Massachusetts assets amounting to $3.5 million.

Cash from changes in assets and liabilities, net of effects of acquisitions and divestitures, decreased $6.7 million for the three months ended July 31, 2010 compared to the three months ended July 31, 2009. Changes in accounts receivable amounted to a $2.7 million decrease for the three months ended July 31, 2010 compared to a $4.8 million decrease in the three months ended July 31, 2009. Changes in accounts payable during the three months ended July 31, 2010 amounted to $1.5 million of cash provided compared with $0.6 million of cash provided in the prior year comparable period due to the timing of certain payments. Changes in prepaid expenses, inventories and other assets amounted to cash provided of $0.7 million in the three months ended July 31, 2010 compared to cash provided of $2.1 million in the three months ended July 31, 2009. The decrease in cash provided of $1.4 million from the prior year is due primarily to the higher deposit balances at April 30, 2009. Changes in accrued expenses and other liabilities amounted to cash used of $3.2 million in the three months ended July 31, 2010 compared to cash provided of $5.0 million in the three months ended July 31, 2009. The decrease in cash provided of $8.2 million is due primarily to the following: (1) changes in accrued interest associated with higher interest rates and the timing of payments amounting to a $5.0 million decrease, (2) higher payments in the three months ended July 31, 2010 for capping, closure and post-closure costs amounting to a decrease of $2.2 million and (3) changes in accrued payroll amounting to a $0.2 million decrease.

Net cash used in investing activities was $8.8 million for the three months ended July 31, 2010 compared to $19.0 million used in investing activities in the same period of the prior fiscal year. The reduction in cash used of $10.2 million is due primarily to (1) lower capital expenditures in the three months ended July 31, 2010 compared to the three months ended July 31, 2009 amounting to $2.4 million and (2) proceeds from the divestiture of our Cape Cod and Rochester, Massachusetts assets amounting to $7.5 million in the three months ended July 31, 2010.

Net cash used in financing activities was $4.5 million for the three months ended July 31, 2010 compared to cash used of $6.0 million in the same period of the prior fiscal year. The decrease in cash used relates primarily to deferred financing fees associated with the refinancing in the three months ended July 31, 2009 as discussed above offset by higher net borrowings.

We generally meet liquidity needs from operating cash flow and our Senior Secured Credit Facility. 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.

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 July 31, 2010, to minimize our commodity exposure, we were party to seventeen 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 SEC. We may from time to time issue securities thereunder in an amount of up to $250.0 million. 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. Increases in fuel costs have been passed on through a fuel recovery program. However, competitive factors and economic conditions may require us to absorb at least a portion of these cost increases, particularly during periods of high inflation.

Our business is located mainly in the eastern 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.

Limitations on Ownership of Notes

Pursuant to the first paragraph of Section 2.17 of the Indenture (the "Indenture") dated as of July 9, 2009, by and among us, our guarantor subsidiaries and Wilmington Trust Company, as trustee, relating to the Second Lien Notes , each person that is a beneficial holder of the Second Lien Notes shall not knowingly acquire the Second Lien Notes such that, after giving effect thereto, such person owns 10% or more of our consolidated debt for which our relevant subsidiaries are obligated (and to dispose of our Notes or other debt 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. Pursuant to Section 4.18 of the Indenture, we have agreed that, for so long as any of the Second Lien Notes remain outstanding, we will furnish to the holders of the Second Lien Notes, 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 the first paragraph of Section 2.17 of the Indenture. As of July 31, 2010, that dollar amount was $53.6 million.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Interest rate volatility

We had interest rate risk relating to approximately $185.7 million of long-term debt at July 31, 2010. The interest rate on the variable rate portion of long-term debt was approximately 6.3% at July 31, 2010. 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 $0.5 million for the quarter reported.

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

Commodity price volatility

Through our FCR recycling operation, we market a variety of materials, including fibers such as OCC (cardboard) and ONP (newspaper), 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. In addition, as of July 31, 2010 we were party to seventeen commodity hedge contracts that manage pricing fluctuations on a portion of our OCC and ONP volumes. These contracts expire between August 2010 and December 2011. We do not use financial instruments for trading purposes and are not a party to any leveraged derivatives. We expect to be able to replace our expiring hedges with existing or new counterparties; however, the availability and pricing terms at any given time will be subject to prevailing market conditions.

If commodity prices were to have changed by 10% in the quarter ended July 31, 2010, management's estimate of the impact on our operating income for such quarter is between $0.3 million and $0.4 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 July 31, 2010. The term "disclosure controls and procedures," as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934 (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 July 31, 2010, 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 July 31, 2010 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

(a) Legal Proceedings

North Country Landfill Expansion

Our subsidiary, North Country Environmental Services, Inc. ("NCES") is located in Bethlehem, New Hampshire, and is currently permitted to accept municipal solid waste and C&D material from a wide geographic region. NCES projects that its permitted and uncontested capacity will last into fiscal year 2012.

NCES and the Town of Bethlehem (the "Town") have been in prolonged zoning litigation over NCES's expansion of the landfill. Currently, there are two court actions between NCES and the Town: a declaratory judgment action initiated by NCES on September 12, 2001, and a zoning enforcement action initiated by the Town on February 2, 2009. In the declaratory judgment action, the New Hampshire Supreme Court ruled that NCES has all necessary local approvals to expand its landfill within a 51-acre area, but remanded to the New Hampshire Superior Court issues related to the validity of the Town's zoning ordinance as it relates to a proposed landfill expansion outside that 51-acre area. In the enforcement action, the Town has requested an injunction requiring NCES to remove a leachate force main, a landfill gas line, storm water drainage lines, catch basins and outfalls, a landfill liner anchor trench, and storm water detention ponds that are located outside the 51-acre area. NCES and the Town filed cross-motions for summary judgment on the validity of the ordinance the Town is attempting to enforce, and the court denied both motions in October 2009. On February 5, 2010, the court granted NCES's motion to consolidate the remanded action with the enforcement action and continued the March 2010 trial date that had been set in the enforcement action. The trial of the consolidated actions has been set for January 2011, but NCES expects to file a motion to continue the trial in early September 2010.

On December 12, 2008, the New Hampshire Department of Environmental Services ("NHDES") denied a request by NCES to modify its standard permit to develop approximately eight years of capacity within the bounds of the 51-acre area. NCES revised and resubmitted its request, and the NHDES denied the revised request on March 25, 2009. NCES appealed each of these denials to the New Hampshire Waste Management Council. NCES obtained a stay of both appeals pending the outcome of the action for declaratory and injunctive relief described below.

NCES filed a petition for declaratory and injunctive relief with the New Hampshire Superior Court on February 10, 2009 related to the NHDES's December 12, 2008 denial. NCES amended this petition following NHDES's March 25, 2009 denial. In its amended petition, NCES sought declarations that NHDES's denials were unlawful on several grounds. NCES also sought preliminary injunctive relief that would have required NHDES to immediately resume its consideration of NCES's request to modify its standard permit. In addition, NCES sought permanent injunctive relief that would require NHDES to review the permit modification application in conformity with the Superior Court's declarations. In October 2009, NCES moved successfully — with NHDES's concurrence — to stay the litigation so that NHDES could consider the results of certain remedial work NCES undertook during the 2009 construction season. NCES sought the stay because the outcome of this review by NHDES could affect the scope of the litigation.

On April 29, 2010, NCES filed another application with NHDES to modify its standard permit to develop the capacity that was the subject of the denials in December 2008 and March 2009. On August 27, 2010, NHDES granted the application, thereby authorizing NCES to develop approximately one million cubic yards of disposal capacity. Any appeal of this decision must be filed no later than September 26, 2010. NCES is currently considering whether NHDES's August 27, 2010 decision moots or otherwise renders unnecessary the pending litigation in the Waste Management Council and in the superior court against NHDES.

Southbridge Landfill Site Assignment Appeal

On June 9, 2008, the Southbridge Board of Health ("Southbridge BOH") issued a Decision and Statement of Findings pursuant to Massachusetts General Laws ch.111, §§150A and 150 A1/2 and 310 CMR 16.00 ("2008 Site Assignment") granting our subsidiary, Southbridge Recycling and Disposal Park, a minor modification to the existing site assignment for the Southbridge Sanitary Landfill (the "Landfill"). The 2008 Site Assignment allows Southbridge Recycling and Disposal Park, subject to numerous conditions, to accept into the Landfill up to 405,000 tons of waste per year without regard to geographic origin.

On or about July 14, 2008, the Sturbridge Board of Health ("Sturbridge BOH"), an abutting municipality to Southbridge, together with several 10-citizen groups, filed a complaint in Worcester County Superior Court contesting the 2008 Site Assignment (the "Appeal"). The Appeal names as defendants the Southbridge BOH, its individual members and Southbridge Recycling and Disposal Park. On August 21, 2008, Southbridge Recycling and Disposal Park reached a settlement with the Sturbridge BOH, pursuant to which Southbridge Recycling and Disposal Park agreed to fund an escrow account to be controlled by the Sturbridge BOH, in the amount of $.05 million. The Sturbridge BOH withdrew as a party to the Appeal on August 22, 2008.

On December 11, 2009, the Worcester County Superior Court dismissed the plaintiffs' complaint following briefing and a court hearing. Plaintiffs appealed that decision, and we filed a joint motion with the Sturbridge BOH to dismiss contending that the appeal was filed late and is subject to dismissal as a matter of law. While it is too early to assess the outcome of the appellate action, Southbridge Recycling and Disposal Park will continue to aggressively defend the appellate action.

In July 2008, Southbridge Recycling and Disposal Park filed an application with the Massachusetts Department of Environmental Protection ("MADEP") for a minor modification to the existing landfill operating permit, to allow Southbridge Recycling and Disposal Park to operate in a manner consistent with the Site Assignment (conversion from 180,960 tons per year of construction and demolition debris to 180,960 tons per year of any combination of construction and demolition debris and municipal solid waste, with no geographic limitations). The MADEP issued a "provisional" final permit granting this minor modification on April 23, 2010, and invited public comment through May 19, 2010. On May 28, 2010, the MADEP issued a final permit granting the minor modification to Southbridge Recycling and Disposal Park's existing operating permit (the "Conversion Permit"). On July 1, 2010, the Board of Health of the Town of Sturbridge filed a complaint challenging MADEP's issuance of the Conversion Permit, despite its prior settlement. However, due to procedural irregularities in the Board of Health's filing, the court has not accepted the filing as complete and the lawsuit has therefore not officially been initiated. MADEP as the issuing agency and defendant will be required to defend the Final Permit. We will assist to the extent required or requested.

CRMC Bethlehem, LLC Litigation

CRMC Bethlehem, LLC and Commonwealth Bethlehem Energy, LLC (collectively, "CRMC"), have filed claims in the US District Court for the District of New Hampshire against NCES. CRMC seeks declaratory and injunctive relief and damages. CRMC alleges that NCES has breached the terms of a Gas Lease and Easement Agreement by and between CRMC and NCES, entered into on September 10, 1998, as amended on March 1, 2000 (the "Gas Lease"). CRMC alleges that NCES has inappropriately interfered with CRMC rights pursuant to the Gas Lease to develop a landfill gas-to-energy project to be sited on the Landfill. CRMC also alleges that NCES has violated the terms of an Operations and Maintenance Agreement in operating the landfill gas management system. NCES denies these allegations, and intends to vigorously defend against these claims. We do not believe that this matter will have a material adverse effect on our business, financial condition or results of operations or cash flows.

Vermont Attorney General Matter

We have been a party to an Assurance of Discontinuance ("AOD") entered into on May 17, 2002 with the Vermont Attorney General's Office, which relates to our business activities in Vermont regarding certain contract terms, and certain acquisition guidelines. On March 23, 2010, we were the recipient of a Civil Investigative Subpoena requesting information and documents regarding our compliance with the AOD. We have been, and will continue to be, responsive to the inquiries proffered by the Vermont Attorney General's office. We do not believe that this matter will have a material adverse effect on our business, financial condition or results of operations or cash flows.

Other

We are a defendant in certain other lawsuits alleging various claims incurred in the ordinary course of business, none of which, either individually or in the aggregate, we believe are material to our financial condition, results of operations or cash flows.

We offer no prediction of the outcome of any of the proceedings or negotiations described above. We are vigorously defending each of these lawsuits and claims. However, 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 or results of operations or cash flows.

ITEM 1A. RISK FACTORS

Our business is subject to a number of risks, including those identified in Item 1A, “Risk Factors” of our 2010 Annual Report on Form 10-K, 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 July 31, 2010, there have been no material changes to the risk factors disclosed in our most recent Annual Report on Form 10-K, although we may disclose changes to such 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: September 2, 2010	By: /s/ Edwin D. Johnson
	Senior Vice President and Chief Financial Officer (Principal Financial Officer and Duly Authorized Officer)

Exhibit Index

10.1 +	Employment Agreement by and between Casella Waste Systems, Inc. and Edwin D. Johnson dated as of July 6, 2010.
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.

+ - Filed Herewith
++ - Furnished Herewith

Exhibit 10.1

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT, dated as of July 6, 2010 (the "Agreement"), is made by and between Casella Waste Systems, Inc., a Delaware corporation with an address of 25 Greens Hill Lane, Rutland, Vermont 05701 ("Company"), and Edwin D. Johnson, an individual with an address of 1161 Quarterline Road, Rutland, Vermont 05701 ("Employee").

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

WHEREAS, Company and Employee are mutually desirous that Company employ Employee, and Employee accepts employment, upon the terms and conditions hereinafter set forth.

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

1. Duties.

1.1 During the Agreement Term (as defined below), Employee shall be a Senior Vice President and Chief Financial Officer of Company (or such other and comparable titles and positions as shall be given Employee by the Board of Directors (the "Board") of Company), and shall faithfully perform for Company the duties of said office. Employee shall have such corporate power and authority as are necessary to perform the duties of such office and any other office(s) that are so assigned to him. Employee shall report to the Chairman and Chief Executive Officer of Company. Employee shall devote substantially all of his business time and effort to the performance of his duties hereunder, shall use all reasonable efforts to advance the best interests of Company and shall not engage in outside business activities which materially interfere with the performance of his duties hereunder; provided, however, that, subject to Sections 5 and 6 below, nothing in this Agreement shall preclude Employee from devoting reasonable periods required for participating in his family business ventures or in other professional, educational, philanthropic, public interest, charitable, social or community activities.

The duties to be performed by Employee hereunder shall be performed primarily in Rutland, Vermont, subject to reasonable travel requirements on behalf of Company.

2. Agreement Term. Company hereby employs Employee, and Employee hereby accepts such employment, for an initial term ("Initial Term") commencing July 6, 2010 and ending on the third anniversary of such date, unless sooner terminated in accordance with the provisions of Section 4. The term of this Agreement shall be automatically extended for an additional year at the expiration of the Initial Term or any succeeding term (such Initial Term and any succeeding terms being hereinafter referred to as "Agreement Term"), unless terminated by Company or Employee pursuant to the terms of Section 4 of this Agreement.

3. Compensation and Expenses.

3.1.1 Base Salary. Subject to the next sentence of this Section 3.1.1, Employee shall be compensated at the annual rate of three hundred thousand dollars ($300,000) ("Base Salary"), payable on a bi-weekly basis in accordance with Company's standard payroll procedures. The Base Salary will be subject to annual reviews in accordance with Company policy. Such reviews shall form the basis for any increase in Base Salary.

3.1.2 Initial Stock Options. Company shall grant to Employee, conditioned upon Employee's commencement of employment with Company, two hundred fifty thousand (250,000) options to purchase Class A Common Stock of Company at the Fair Market Value per share on the first date of Employee's employment with Company. All such shares shall be subject to all conditions of the current Company stock option incentive plan provisions (a copy of which has been or will be provided to Employee), and will vest one-third (1/3) on the first anniversary of Employee's employment with Company; one-third (1/3) on the second anniversary of such date; and one-third (1/3) on the third anniversary of such date. A Stock Option Agreement reflecting the foregoing grant and the terms of the grant and Company Plan, shall be executed by Company and Employee within fifteen (15) days of Employee's commencement of employment with Company as set forth in Section 2.

3.2 Incentive Compensation. In addition to the Base Salary, on an annual basis, subject to annual reviews in accordance with Company policy, and also subject to the overall performance of Company, Employee shall be eligible but not guaranteed to receive a bonus ("Bonus") consisting of (i) a cash bonus of up to eighty five percent (85%) of Employee's Base Salary, (ii) issuance of additional stock options or restricted stock units ("RSU's")of Company or (iii) a combination of both cash and stock options in an amount to be determined prior to the conclusion of each fiscal year of Company during the Agreement Term in the sole discretion of the Compensation Committee of the Board (the "Compensation Committee"). Should a cash Bonus be payable to Employee, it is expected that it will be based on an initial review during June 2011, and payable shortly thereafter, and at similar time frames during the Agreement Term (and in any event no later than 2 ½ months after the end of the later of the Employer's fiscal year or Employee's taxable year during which the Bonus was earned.

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

3.3.2 Relocation and Temporary Living and Commuting Expenses. Employee will relocate to the greater Rutland, Vermont area in order to be employed in the Rutland, Vermont headquarters of Company. Employee shall conclude such relocation within eight (8) months of the date of this Agreement. During this period, Company shall reimburse Employee for all temporary living and commuting expenses for Employee and his family. To assist Employee with his relocation expenses, Company shall pay Employee one hundred five thousand dollars ($105,000.00) upon the conclusion of Employee's relocation.

3.4 Participation in Benefit Plans. Subject to each plan's Employee contribution requirement, Employee shall be entitled to immediately participate in any health benefit or other employee benefit plans available to Company's senior executives as in effect from time to time, including, without limitation, any qualified or non-qualified pension, profit sharing and savings plans, any death and disability benefit plans, any medical, dental, health and welfare plans and any stock purchase programs, on terms and conditions at least as favorable as provided to other senior executives of Company, and to continue to participate in them during the Severance

Benefit Term (as defined in Section 4.4.1(g), if applicable), in each case to the extent that he may be eligible to do so under the applicable provisions of any such plan and applicable law. Following the termination of Employee hereunder or the expiration of the Severance Benefit Term (if applicable), Employee and his eligible dependents shall be eligible for health care continuation under the Consolidated Omnibus Reconciliation Act of 1985 ("COBRA") to the extent authorized by law and at Employee's own cost.

3.5 Vacation. Employee shall be entitled to four (4) weeks of annual vacation and shall be subject to Company's standard holiday schedule. Unused vacation shall not be carried over into any subsequent year during the Agreement Term. Company shall have no obligation to pay Employee for any unused vacation.

3.6 Fringe Benefits and Perquisites. Employee shall be entitled to a monthly auto allowance of six hundred fifty dollars ($650.00) per month; a Company paid gas card related to the use of said automobile; as well as any fringe benefits and perquisites that are generally made available to senior executives of Company from time to time and that are approved by the Compensation Committee.

3.7 Life Insurance. In addition to all basic and/or supplemental life insurance coverages available to Employee pursuant to Section 3.4 hereof, some of which require Employee contribution, Company shall also provide a supplemental term life insurance policy to Employee at Company's expense in the face amount of four hundred thousand dollars ($400,000).

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

4.1 Death. Employee's employment hereunder shall terminate automatically upon his death, in which event Company shall pay to Employee's written designee or, if he has no written designee, to his spouse or, if he leaves no spouse and has no written designee, to his estate, (i) Severance and Acceleration Payment immediately upon death, and (ii) all reasonable expenses actually incurred or paid by Employee in the performance of his duties hereunder prior to the date of death.

4.2 Disability. Company may terminate Employee's employment hereunder if (i) as a result of Employee's incapacity due to physical or mental illness, Employee shall have been absent from his duties hereunder on a full-time basis for an aggregate of one hundred eighty (180) consecutive or non-consecutive business days in any twelve (12) consecutive-month period and (ii) within ten (10) days after written notice of termination hereunder is given by Company, Employee shall not have returned to the performance of his duties hereunder on a full-time basis. The determination of incapacity or disability under the preceding sentence shall be made in good faith by Company based upon information supplied by a physician selected by Company or its insurers and reasonably acceptable to Employee or his legal representative. During any period that Employee fails to perform his duties hereunder as a result of incapacity due to physical or mental illness (the "Disability Period"), Employee shall continue to receive his full Base Salary hereunder until his employment is terminated pursuant to this Section 4.2, provided that amounts payable to Employee shall be reduced by the sum of the amounts, if any, paid to Employee during the Disability Period under any disability benefit plans of Company. If Employee is terminated pursuant to this Section 4.2, Company shall pay to Employee (or his legal representative): (i) Severance, payable as described in Section 4.4.1(e), (ii) the Acceleration Payment, payable as described in Section 4.4.1(b), (iii) Severance Benefits for the Severance Benefit Term, and (iv) all reasonable expenses actually incurred or paid by Employee in the performance of his duties hereunder prior to the date of termination due to disability.

4.3 Termination by Company.

4.3.1 Termination by Company for Cause. Company (i) shall have "Cause" to terminate Employee's employment hereunder upon Employee (A) being convicted of a crime involving Company (other than pursuant to actions taken at the direction or with the approval of the Board), (B) having engaged in (1) willful misconduct which has a material adverse effect on Company, (2) willful or gross neglect which has a material adverse effect on Company, (3) fraud, (4) misappropriation or (5) embezzlement in the performance of his duties hereunder, or (C) having breached in any material respect the material terms and provisions of this Agreement and failed to cure such breach within fifteen (15) days following written notice from Company specifying such breach and (ii) may terminate Employee's employment on written notice given to Employee at any time following the occurrence of any of the events described in clauses (i)(A) and (i)(B) above and on written notice given to Employee at any time not less than 60 days following the occurrence of any of the events described in clause (i)(C) above. In the event Employee's employment is terminated by Company for "Cause", Employee shall be entitled to continue to receive Base Salary accrued but unpaid and expenses incurred but not repaid to Employee, in each case only until the effective date of such termination.

4.3.2 Termination by Company other than for Cause. In the event Employee's employment is terminated by Company other than for Cause, Employee shall be entitled to (i) Severance, payable as described in Section 4.4.1(e), (ii) the Acceleration Payment payable as described in Section 4.4.1(b), (iii) Severance Benefits for the Severance Benefit Term, and (iv) the accelerated vesting at the time of termination of any stock options or equity grants (such as RSU's, with respect to which payment also shall be made upon such vesting) issued by Company to Employee.

4.4 Termination by Employee.

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

(a) "Affiliate" means, with respect to Company, any entity directly or indirectly controlled, controlling or under common control with Company.

(b) "Acceleration Payment" means an amount in cash equal to the value of (i) any Base Salary accrued but unpaid prior to the date of termination, (ii) Bonus accrued but unpaid prior to the date of termination and (iii) any vacation accrued but unused prior to the date of termination. The Acceleration Payment shall be payable in a lump sum immediately upon termination, subject to Section 11. The Acceleration Payment is not "deferred compensation" within the meaning of Section 409A (as defined below).

(c) "Good Reason" means the occurrence of one or more of the following conditions: the assignment to Employee of any duties inconsistent with his status as Senior Vice President and Chief Financial Officer, at a publicly traded company, a material adverse alteration in the nature or status of his responsibilities from those provided herein or the transfer of a significant portion of such responsibilities to one or more third persons, a material diminution in Employee's compensation, provided that Employee has given Company notice within 90 days of the initial existence of the condition, Company has not remedied the condition within 30 days after receiving such notice and Employee actually terminates within 180 days of the initial existence of such condition.

(e) "Severance" means the sum of: (i) two (2) times the highest Base Salary that was paid to Employee at any time prior to termination by Employee for Good Reason or prior to when Employee's employment is terminated by Company other than for "Cause"; and (ii) two (2) times 85% of the highest Base Salary used in clause (i). Severance due under (i) shall be paid bi-weekly in accordance with Company payroll procedures, commencing immediately upon termination, and Severance due under (ii) shall be paid in a lump sum within sixty (60) days of the date of Employee's termination, in all cases subject to Section 11 and, to the extent applicable, Section 20, and less applicable Employee payroll deductions. Severance payable under clause (i) is intended to, and shall be construed to, fit within the short-term deferral and separation pay exceptions to Section 409A to the maximum permissible extent and each installment payment thereof shall be treated as a separate payment. Severance payable under clause (ii) is intended to, and shall be construed to, fit within the short-term deferral exception to Section 409A.

(f) "Severance Benefits" means the group medical, dental, disability and life insurance benefits contemplated by Section 3.4 and 3.7 of this Agreement. The Severance Benefits are intended to, and shall be construed to, fit within the short-term deferral and separation pay exceptions to Section 409A to the maximum permissible extent and each installment thereof shall be treated as a separate payment for purposes of Section 409A.

(g) "Severance Benefit Term" means two (2) years from the date Employee terminates his employment for Good Reason, or Employee's employment is terminated by Company other than for Cause.

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

4.4.2 Termination by Employee for Good Reason. At the election of Employee, Employee may terminate his employment for Good Reason immediately upon written notice to Company; provided, however, that Employee must make such election to terminate his employment for Good Reason within 90 days of his becoming aware of the occurrence of such event that qualifies as Good Reason under Section 4.4.1(d) of this Agreement. If during the Agreement Term Employee's employment is terminated by Employee for Good Reason, Employee shall be entitled to receive from Company (i) Severance, payable as described in Section 4.4.1(e), (ii) the Acceleration Payment payable as described in Section 4.4.1(b), , (iii) Severance Benefits for the Severance Benefit Term, (iv) the accelerated vesting at the time of termination of any stock options or equity grants (such as Restricted Stock Units, with respect to which payment also shall be made upon such vesting) issued by Company to Employee, and (v) a cash payment in an amount equal to the amount of any excise tax imposed on Employee under Section 4999 of the Internal Revenue Code of 1986, as amended ("Section 4999"), increased by the additional federal and state income taxes on such amount, such that, after payment of this additional cash payment, Employee's Severance, Acceleration Payment and Severance Benefits after federal and state income taxes are equal to the amount that Employee would have received but for the imposition of the excise tax under Section 4999. Any payment pursuant to clause (v) shall be made no later than December 31 of the year following the year in which Employee remits the related taxes.

4.4.3 Termination by Employee for other than Good Reason. Upon forty five (45) days' prior written notice, Employee may terminate his employment with Company other than for Good Reason. If Employee voluntarily terminates his employment with Company other than for Good Reason, no further payment shall be due Employee pursuant to Sections 3 or 4 above (other than payments for accrued and unpaid Base Salary and expenses incurred but not previously paid to Employee, in each case prior to such termination), however the indemnification provisions pursuant to Section 10 hereof shall survive any termination of employment of Employee hereunder.

4.5 Effect of Termination on Certain Obligations. No termination of the employment of Employee by either Company or Employee, whether for Good Reason or without Cause or for Cause ,shall terminate, affect or impair any of the obligations or rights of the parties set forth in Sections 4, 5, 6, 7, 8 and 10 of this Agreement, all of which obligations and rights shall survive any termination of employment of Employee hereunder.

5. Covenant Not to Disclose Confidential Information. During the Agreement Term, and for a period of two (2) years thereafter, Employee acknowledges that during the course of his affiliation with Company he has or will have access to and knowledge of certain information and data which Company considers confidential and/or proprietary and the release of such information or data to unauthorized persons would be extremely detrimental to Company. As a consequence, Employee hereby agrees and acknowledges that he owes a duty to Company not to disclose, and agrees that without the prior written consent of Company, at any time, either during or after his employment with Company, he will not communicate, publish or disclose, to any person anywhere, or use, any Confidential Information (as hereinafter defined), except as may be necessary or appropriate to conduct his duties hereunder, provided Employee is acting in good faith and in the best interest of Company. Employee will use all reasonable efforts at all times to hold in confidence and to safeguard any Confidential Information from falling into the hands of any unauthorized person and, in particular, will not permit any Confidential Information to be read, duplicated or copied. Employee will return to Company all Confidential Information in Employee’s possession or under Employee’s control when the duties of Employee no longer require Employee’s possession thereof, or whenever Company shall so request, and in any event will promptly return all such Confidential Information if Employee’s employment with Company is terminated for any or no reason and will not retain any copies thereof. For purposes hereof, the term “Confidential Information” shall mean any information or data used by or belonging or relating to Company whether communication is verbal or in writing that is not known generally to the industry in which Company is or may be engaged, including without limitation, any and all trade secrets, proprietary data and information relating to Company’s business and products, intellectual property, patents, or copyrightable works, price list, customer lists, processes, procedures or standards, know-how, manuals, business strategies, records, drawings, specifications, designs, financial information, whether or not reduced to writing, or information or data which Company advises Employee should be treated as Confidential Information.

6. Covenant Not to Compete and Non-Solicitation and Non-Disparagement. Employee acknowledges that he, at the expense of Company, has been and will be specially trained in the business of Company, has established and will continue to establish favorable relations with the customers, clients and accounts of Company and will have access to trade secrets of Company. Therefore, in consideration of the compensation paid Employee hereunder, and of such training and relations and to further protect trade secrets, directly or indirectly, of Company, Employee agrees that during the term of his employment by Company, and for a period of one (1) year from and after the voluntary or involuntary termination of such employment for any or no reason, he will not, directly or indirectly, without the express written consent of Company:

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

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

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

Furthermore, the terms of this covenant not to compete shall be enforceable against Employee only to the extent that during Employee's employment, Company continues to pay Employee compensation equal to the salary level set forth in Section 3.1 of this Agreement and after termination of Employee's employment, Company continues to pay Employee any and all Severance Benefits, Severance and the Acceleration Payment as required under Section 4 of this Agreement. Furthermore, if any court determines that the covenant not to compete, or any part thereof, is unenforceable because of the duration of such provision or the geographic area or scope covered thereby, such court shall have the power to reduce the duration, area or scope of such provisions and, in its reduced form, such provision shall then be enforceable and shall be enforced

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

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

each and every person, firm or company acting in concert or participation with him, from the continuation of such breach.

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

10. Indemnification. Company agrees that, except as limited by Company's Certificate of Incorporation or By-Laws (as either or both may be amended from time to time), or applicable law, Company shall indemnify Employee (and promptly advance expenses as may be required) to the fullest extent permitted by applicable law in effect on the date hereof and to such greater extent as applicable law may thereafter from time to time permit. Employee shall be entitled to this indemnification if by reason of his employment or by any reason of anything done or not done by Employee in any such capacity he is or is threatened to be made, a party to any threatened, pending, or completed Proceeding (as defined herein). Employee will be indemnified to the full extent permitted by applicable law against expenses, judgments, penalties, fines and amounts paid in settlement (including all interest assessments and other charges paid or payable in connection with or in respect of such expenses, judgments, fines, penalties or amounts paid in settlement) actually and reasonably incurred by him or on his behalf in connection with such Proceeding or any claim, issue or matter therein, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of Company, and, with respect to any criminal Proceeding, had no reasonable cause to believe his conduct was unlawful. "Proceeding" includes any threatened, pending, or completed claim, action, suit, arbitration, alternate dispute resolution mechanism, administrative hearing, appeal, inquiry or investigation, whether civil, criminal, administrative, arbitrative, investigative, or other (whether instituted by Company or any other party), or any inquiry or investigation that Employee in good faith believes might lead to the institution of any such action, suit or proceeding whether civil, criminal, administrative, investigative, or other, including any action, suit arbitration, alternate dispute resolution mechanism, administrative hearing, appeal, or any inquiry or investigation pending on or prior to the date hereof or initiated by Employee to enforce his rights under this indemnification section of this Agreement. This indemnification and the advancement of expenses shall include attorney's fees and other reasonable expenses incurred by Employee pursuant to this clause. In the event that there is a potential conflict of interest between Employee and Company, Employee may select his own counsel (and still be entitled to the benefit of this indemnification). This indemnification clause shall survive the termination of this Agreement.

11. General Release. Employee recognizes, understands and agrees that the provision of this Agreement by Company, and its terms of employment, as well as its terms of Severance, Severance Benefits and the Acceleration Payment are generous and extraordinary, and that in consideration thereof, Employee agrees in this Agreement that in advance of and as a condition to the receipt of such Severance Benefits, Severance and the Acceleration Payment, if any, Employee will execute a General Release in a form mutually satisfactory to Company and Employee, but in any case, including appropriate releases for all claims or demands Employee may have against Company for violation of any laws, rules, regulations, orders or decrees established to protect

the rights of employees pursuant to anti-discrimination laws and including all protections afforded to Employee relative to the execution and revocation of such a General Release. Employee understands and agrees that no Severance Benefits or Severance and the Acceleration Payment will be made to Employee unless, and until Employee and Company execute such a General Release, and Employee's rights to revoke such General Release have expired or have been extinguished as a matter of law. Such General Release must be executed and submitted to Company within 60 days following termination of employment. Payment of amounts exempt from Section 409A shall be made (or shall begin, as the case may be) immediately upon the expiration of the revocation period, but payment of any amounts that constitute "deferred compensation" within the meaning of Section 409A shall be made (or begin) immediately upon the expiration of the 60-day period, subject to any further delay under Section 20.

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

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

(a) If to Company:

Casella Waste Systems, Inc.
25 Greens Hill Lane
Rutland, VT 05702
Attention: Vice President and General Counsel

(b) If to Employee:

Edwin D. Johnson
Senior Vice President and Chief Financial Officer
25 Greens Hill Lane
Rutland, VT 05702

With a copy to:

Edwin D. Johnson
1161 Quarterline Road
Center Rutland, VT 05736

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

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

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

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

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

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

19. Entire Agreement. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements. No subsequent modifications may be made to this Agreement except by signed writing of the parties.

20. Compliance with Section 409A.

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

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

If Employee is a "Specified Employee" within the meaning of Section 409A at the time his employment terminates and any amount payable to Employee by virtue of his separation from service constitutes "deferred compensation" within the meaning of Section 409A, any such amounts that otherwise would be payable during the first six months following separation from service shall be delayed and accumulated for a period of six months and paid in a lump sum on the first day of the seventh month. Amounts exempt from Section 409A shall not be so delayed. The Severance and Severance Benefits described in Section 4.4.1 of the Agreement are intended to, and shall be construed to, fit within the short-term deferral and separation pay exceptions to Section 409A to the maximum permissible extent and each installment thereof shall be treated as a separate payment for such purposes.

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

21. **AGREEMENT TO ARBITRATE**

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

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

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

		EDWIN D. JOHNSON	
Witness:	/s/ Shelley S. Rogers	/s/ Edwin D. Johnson	
Date:	8/4/2010	Date:	8/4/10
		CASELLA WASTE SYSTEMS, INC.	
Witness:	/s/ Shelley S. Rogers	By:	/s/ John W. Casella
Date:	8/4/2010	Name:	John W. Casella
		Date:	8/4/10

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: September 2, 2010

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: September 2, 2010

By: /s/ Edwin D. Johnson
Senior Vice President and Chief Financial Officer
(Principal Financial Officer and Duly Authorized 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 July 31, 2010 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: September 2, 2010

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 July 31, 2010 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: September 2, 2010

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