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

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): March 1, 2016

Casella Waste Systems, Inc.

(Exact Name of Registrant as Specified in Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

000-23211
(Commission
File Number)

03-0338873
(IRS Employer
Identification No.)

25 Greens Hill Lane
Rutland, Vermont
(Address of Principal Executive Offices)

05701
(Zip Code)

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

Not applicable
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On March 1, 2016, the Compensation Committee of the Board of Directors (the “Compensation Committee”) of Casella Waste Systems, Inc. (the “Company”) implemented several changes to the Company’s executive compensation program for the fiscal year ending December 31, 2016 (“fiscal 2016”), including the adoption by the Compensation Committee of the Non-Equity Incentive Plan (the “Non-Equity Incentive Plan”), effective March 1, 2016. As part of its comprehensive annual review process, the Compensation Committee considered feedback received from stockholders, data provided by the Compensation Committee’s independent compensation consultant, and alignment of the executive compensation program to the Company’s fiscal 2016 operating plan and budget (the “Fiscal 2016 Operating Plan”) and the Company’s financial plan for the fiscal year ending December 31, 2018 (the “Fiscal 2018 Plan”).

In implementing such changes to the executive compensation program for fiscal 2016, the goal of the Compensation Committee was to further align the compensation of the Company’s executive officers with stockholders’ interests, directly link compensation to the achievement of company performance goals and appropriately balance “fixed” and “performance-based” compensation. Further, while the percentage of the total compensation of each executive officer that is comprised of each component of the Company’s executive compensation program is not specifically fixed, the Compensation Committee has targeted total target cash compensation (base salary and annual cash incentive compensation) of the executive officers closer to the 50th percentile of the market data provided by the Compensation Committee’s independent compensation consultant by increasing the total target annual cash incentive compensation for certain executive officers.

While the Compensation Committee approved the majority of its planned changes to the Company’s executive compensation program at its March 1, 2016 meeting, the planned updates to long-term incentive compensation for the Company’s executive officers will only be implemented after the Company receives stockholder approval for its new stock incentive plan (the “Stockholder Approval”) at its 2016 annual meeting of stockholders (the “2016 Annual Meeting”). The Compensation Committee plans to shift long-term incentive compensation from the current program that only includes time-vested restricted stock units (“RSUs”), to a new program that includes up to 75% in the form of performance-based stock units (“PSUs”) and 25% of long-term incentive compensation in the form of RSUs. PSUs are expected to be granted to the Company’s executive officers if Stockholder Approval is obtained, and such PSUs are expected to vest based upon the Company’s achievement of Free Cash Flow and Adjusted EBITDA targets that will be established based on the Fiscal 2018 Plan. Further, the Company intends to use Relative Total Shareholder Returns (“RTSR”) as a multiplier to scale achievement of the PSU targets based upon the relative returns of the Company’s stock performance in relation to the Russell 2000 Index. The specifics of the new long-term incentive compensation program for executive officers will be more fully described in the Company’s proxy materials for the 2016 Annual Meeting.

Fiscal 2016 Annual Cash Incentive Compensation

The Non-Equity Incentive Plan formalizes the Company’s annual incentive compensation program for executive officers of the Company and provides for the payment of incentive compensation to executive officers for their contributions to the Company based on achievement of pre-determined corporate performance goals.

Annual incentive compensation for fiscal 2016 will be paid to the Company’s executive officers pursuant to the Non-Equity Incentive Plan. The Compensation Committee determined that each of the Company’s executive officers will have an opportunity to earn annual incentive compensation for fiscal 2016 based on a percentage of annual base salary. In order to bring total target cash compensation (base salary and annual cash incentive compensation) of the executive officers closer to the 50th percentile of the market data provided by the Compensation Committee’s independent compensation consultant, the Compensation Committee also approved increases to the target annual cash incentive compensation opportunity for John W. Casella, the Company’s Chief Executive Officer and Chairman of the Board; Edmond R. Coletta, the Company’s Senior Vice President and Chief Financial Officer; and David L. Schmitt, the Company’s Senior Vice President and General Counsel. After giving effect to said increases, the target annual cash incentive compensation opportunity of each executive officer, which such target amounts are based upon the following percentage of the respective officer’s annual base salary, are as follows: John W. Casella: 150%; Edwin D. Johnson, the Company’s President and Chief Operating Officer: 85%; Edmond R. Coletta: 85%; David L. Schmitt: 75%; and Christopher B. Heald, the Company’s Vice President of Finance and Chief Accounting Officer: 50%.

The Compensation Committee established the performance measures and specific performance goals pursuant to the Non-Equity Incentive Plan, as described further below, that are based on the Fiscal 2016 Operating Plan. Annual incentive compensation will be paid based on the degree of achievement against the specific performance goals following the end of fiscal 2016. All of the executive officers were assigned the same performance measures and weightings in recognition of their shared responsibility for overall corporate financial performance.

The performance measures and weighting for the fiscal 2016 annual incentive compensation are as follows:

	Fiscal 2016 Performance Measures and Weightings	
	Adjusted Operating Income	Free Cash Flow
For All Executive Officers	50%	50%

The Compensation Committee evaluated key financial measures and identified Adjusted Operating Income and Free Cash Flow, both non-GAAP measures, as appropriate drivers of performance under the Non-Equity Incentive Plan for fiscal 2016. Adjusted Operating Income is calculated as earnings before interest, taxes, adjusted for gains or losses on assets sales or divestiture transactions; development project charge write-offs; legal, contract or tax settlement costs; bargain purchase gains; asset or goodwill impairment charges; environmental remediation charges; severance and reorganization costs; expenses from divestiture, acquisition and financing transactions; gains on the settlement of acquisition related contingent consideration; fiscal year-end transition costs; proxy contest costs; losses on the abandonment or the closure and discontinuation of operations. Free Cash Flow is calculated as net cash provided by operating activities, less capital expenditures (excluding acquisition and rail infrastructure related capital expenditures), less payments on landfill operating lease contracts, plus proceeds from divestiture transactions, plus proceeds from the sale of property and equipment, plus proceeds from property insurance settlement, less contributions from (distributions to) noncontrolling interest holders.

Each performance goal has a performance range built around it, with a commensurate increase or decrease in the associated annual incentive compensation opportunity. The range of performance goals and associated incentive compensation opportunities under the Non-Equity Incentive Plan for fiscal 2016 is expressed in the form of "minimum," "threshold," "target" and "maximum" achievement levels. For fiscal 2016, subject to Free Cash Flow exceeding a certain threshold amount, if the "minimum" achievement level of a performance measure is not met, no incentive compensation payment will be paid to a named executive officer with respect to such performance measure component; if the "threshold" achievement level is met for a performance measure, 50% of the named executive officer's target incentive compensation amount will be multiplied against the 50% weighting of such performance measure component; if the "target" achievement level is met for a performance measure, 100% of the named executive officer's target incentive compensation amount will be multiplied against the 50% weighting of such performance measure component; and if the "maximum" achievement level is met for a performance measure, 200% of the named executive officer's target incentive compensation amount will be multiplied against the 50% weighting of such performance measure component. Between each of the achievement levels, results will be interpolated within each achievement level to calculate specific annual incentive compensation award percentages.

If Free Cash Flow for fiscal 2016 does not exceed a certain threshold amount, no annual incentive compensation will be paid to the executive officers under the Non-Equity Incentive Plan for fiscal 2016 even if achievement of the Adjusted Operating Income performance goal would have resulted in payment of the annual incentive compensation.

Non-Equity Incentive Plan

The Non-Equity Incentive Plan provides for awards payable in cash or, to the extent permissible under a shareholder-approved stock plan of the Company, stock-based awards to executive officers of the Company. Pursuant to the terms of the Non-Equity Incentive Plan, participants are granted awards that are earned at the end of a specified performance period, subject to the achievement of performance goals established by the Compensation Committee that are based on any one or more of the following performance measures: earnings before interest, taxes, depreciation, amortization, accretion and depletion of landfill operating lease obligations; earnings before interest and taxes; net cash provided by operating activities, cash flow or free cash flow; total shareholder return or relative total shareholder returns; economic value added; revenue or revenue growth; achievement of cost of operations or general and administration cost reduction goals; net income, earnings per share, or earnings per share growth; gross margin, earnings before interest, taxes, depreciation and amortization margin, or earnings before interest, taxes, depreciation, amortization, accretion and depletion of landfill operating lease obligations margin; achievement of balance sheet goals, such as debt reduction or working capital improvement; consolidated leverage ratio; and return on net assets, investment or equity. The Compensation Committee may determine achievement of the performance measures applicable to a particular award based on the relative or absolute attainment of specified levels of one or any combination of the performance measures listed above, pursuant to generally accepted accounting principles ("GAAP") or on a non-GAAP basis.

Performance measures under the Non-Equity Incentive Plan may reflect absolute or entity or business unit performance or a relative comparison to the performance of a peer group of entities or other external measure of the selected performance criteria and may be absolute in their terms or measured against or in relationship to other companies comparably, similarly or otherwise situated. The Compensation Committee may specify that such performance measures will be adjusted to exclude any one or more of (i) gains or losses on assets sales or divestiture transactions; (ii) development project charge write-offs; (iii) legal, contract or tax settlement costs; (iv) bargain purchase gains; (v) asset or goodwill impairment charges; (vi) environmental remediation charges; (vii) severance and reorganization costs; (viii) expenses from divestiture, acquisition and financing transactions; (ix) gains on the settlement of acquisition related contingent consideration; (x) fiscal year-end transition costs; (xi) proxy contest costs; (xii) losses on the abandonment or the closure and discontinuation of operations; (xiii) impairment of equity method investments; (xiv) gains or losses on the sale of equity method investments; (xv) gains or losses on debt extinguishment or modification; (xvi) gains or losses on derivatives deemed to be ineffective or terminated; (xvii) gains or losses on the disposition of discontinued operations; (xviii) fluctuations in foreign currency exchange rates; (xix) non-recurring or unusual gains or losses; (xx) the cumulative effects of changes in GAAP; and (xxi) such other factors as the Committee determines in its sole discretion. Performance measures may vary by participant and may be different for different awards, or be particular to a participant or a department, branch, line of business, subsidiary or other unit of the Company, and may cover such period as may be specified by the Compensation Committee.

Following the conclusion of a performance period, the Compensation Committee will certify the amount of the award for each participant for such performance period. The amount of an award actually paid to a participant may, in the sole discretion of the Compensation Committee, may be less than or more than the amount otherwise payable to a participant based on attainment of the performance goals for the performance period. An award may be denominated and computed based on a stated dollar amount, a percentage of annual base salary or a percentage of an annual bonus pool or performance measure established by the Compensation Committee.

The Compensation Committee is responsible for administering the Non-Equity Incentive Plan and may, among other things, select the participants to whom awards may be granted, determine the terms and conditions of each award under the Non-Equity Incentive Plan and determine the performance goals for awards for each participant in respect of each performance period based on the performance measures and certify the calculation of the amount of the award payable to each participant.

The foregoing description of the Non-Equity Incentive Plan is qualified in its entirety by reference to the full text of the Non-Equity Incentive Plan, filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

Forms of Award Agreements under 2006 Stock Incentive Plan

On March 1, 2016, the Compensation Committee approved amended forms of Restricted Stock Unit Agreement for use in connection with grants of restricted stock units under the Company's 2006 Stock Incentive Plan, as amended (the "2006 Plan"), to allow a holder of restricted stock units to pay taxes due on a vesting date through an automatic sale of shares. The form of Restricted Stock Unit Agreement for grants of RSUs to employees of the Company who are parties to employment agreements, which is filed as Exhibit 10.2 to this Current Report on Form 8-K, and the form of Restricted Stock Unit Agreement for grants of RSUs to employees of the Company who are not parties to employment agreements, which is filed as Exhibit 10.3 to this Current Report on Form 8-K, are incorporated herein by reference.

Executive Officer Employment Agreement

On March 4, 2016, the Company and Christopher B. Heald, the Vice President and Chief Accounting Officer of the Company, entered into an Employment Agreement, dated as of March 1, 2016. Pursuant to the terms of the Employment Agreement, Mr. Heald will receive an annual base salary of \$192,500 in 2016. Mr. Heald will also be eligible for a cash bonus of up to 50% of his annual base salary, the issuance of additional stock options, restricted stock units or performance-based stock units, or a combination of cash, stock options, restricted stock units and/or performance-based stock units in an amount to be determined by the Compensation Committee after the conclusion of each fiscal year.

In the event of a termination of Mr. Heald's employment without "cause" (as such term is defined in the Employment Agreement) or for "good reason" (as such term is defined in the Employment Agreement), in which specified events occur which affect the terms of his employment, the Company will be required to pay him an amount equal to 150% of the highest annual base salary paid to Mr. Heald prior to his termination; an amount in cash equal to any accrued but unpaid base salary, any bonus relating to the prior fiscal year which, as of the date of termination, had been determined by the Company but not yet paid prior to the date of

termination, and accrued but unused vacation prior to the date of termination; group medical, dental, disability and life insurance benefits for one year from termination; and the accelerated vesting of any stock options or equity grants (such as restricted stock units, with respect to which payment also will be made upon such vesting) that have been issued by the Company to Mr. Heald.

The foregoing description of the Employment Agreement is qualified in its entirety by reference to the full text of the Employment Agreement, filed as Exhibit 10.4 to this Current Report on Form 8-K and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

See Exhibit Index attached hereto.

SIGNATURE

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

Casella Waste Systems, Inc.

Date: March 7, 2016

By: /s/ Edmond R. Coletta

Edmond R. Coletta

Senior Vice President and Chief Financial Officer

EXHIBIT INDEX

<u>Exhibit Number</u>	<u>Exhibit Description</u>
10.1	Casella Waste Systems, Inc. Non-Equity Incentive Plan
10.2	Form of Restricted Stock Unit Agreement under 2006 Stock Incentive Plan, as amended (adopted March 1, 2016) (employee with employment contract)
10.3	Form of Restricted Stock Unit Agreement under 2006 Stock Incentive Plan, as amended (adopted March 1, 2016) (employee with no employment contract)
10.4	Employment Agreement between Casella Waste Systems, Inc. and Christopher B. Heald dated as of March 1, 2016

Casella Waste Systems, Inc.

NON-EQUITY INCENTIVE PLAN

1. PURPOSES OF THE PLAN

The purposes of the Plan are to advance the interests of the Company and its stockholders and to motivate and retain executive officers of the Company and its Affiliates to achieve targeted levels of corporate, financial and strategic performance.

2. DEFINITIONS

2.1. “*Affiliate*” shall mean any of the Company’s present or future parent or subsidiary corporations as defined in Sections 424(e) or (f) of the Code, and any regulations thereunder, and any other business venture (including, without limitation, partnership, joint venture or limited liability company) in which the Company has a controlling interest as determined by the Board.

2.2. “*Award*” shall mean any amount granted to a Participant under the Plan.

2.3. “*Board*” shall mean the board of directors of the Company.

2.4. “*Code*” shall mean the Internal Revenue Code of 1986, as amended from time to time, and any successor thereto.

2.5. “*Committee*” shall mean the Compensation Committee of the Board or any subcommittee thereof formed by the Compensation Committee to act as the Committee hereunder.

2.6. “*Company*” shall mean Casella Waste Systems, Inc., a Delaware corporation.

2.7. “*Effective Date*” means the effective date specified in Section 5.9.

2.8. “*Eligible Employee*” means an executive officer of the Company.

2.9. “*Participant*” shall mean a person selected to participate in the Plan pursuant to Article 3.

2.10. “*Performance Measures*” shall include but not be limited to one or more of the following performance measures, which shall be based on the relative or absolute attainment of specified levels of one or any combination of the following, which may be determined pursuant to generally accepted accounting principles (“GAAP”) or on a non-GAAP basis, as determined by the Committee: earnings before interest, taxes, depreciation, amortization, accretion and depletion of landfill operating lease obligations; earnings before interest and taxes; net cash provided by operating activities, cash flow or free cash flow; total shareholder return or relative total shareholder returns; economic value added; revenue or revenue growth; achievement of cost of operations or general and administration cost reduction goals; net income, earnings per share, or earnings per share growth; gross margin, earnings before interest, taxes, depreciation and

amortization margin, or earnings before interest, taxes, depreciation, amortization, accretion and depletion of landfill operating lease obligations margin; achievement of balance sheet goals, such as debt reduction or working capital improvement; consolidated leverage ratio; and return on net assets, investment or equity. Such goals may reflect absolute entity or business unit performance or a relative comparison to the performance of a peer group of entities or other external measure of the selected performance criteria and may be absolute in their terms or measured against or in relationship to other companies comparably, similarly or otherwise situated. The Committee may specify that such performance measures shall be adjusted to exclude any one or more of (i) gains or losses on assets sales or divestiture transactions; (ii) developmental project charge write-offs; (iii) legal, contract or tax settlement costs; (iv) bargain purchase gains; (v) asset or goodwill impairment charges; (vi) environmental remediation charges; (vii) severance and reorganization costs; (viii) expenses from divestiture, acquisition and financing transactions; (ix) gains on the settlement of acquisition related contingent consideration; (x) fiscal year-end transition costs; (xi) proxy contest costs; (xii) losses on the abandonment or the closure and discontinuation of operations; (xiii) impairment of equity method investments; (xiv) gains or losses on the sale of equity method investments; (xv) gains or losses on debt extinguishment or modification; (xvi) gains or losses on derivatives deemed to be ineffective or terminated; (xvii) gains or losses on the disposition of discontinued operations; (xviii) fluctuations in foreign currency exchange rates; (xix) non-recurring or unusual gains or losses; (xx) the cumulative effects of changes in GAAP; and (xxi) such other factors as the Committee determines in its sole discretion. Such Performance Measures: (I) may vary by Participant and may be different for different Awards; or (II) may be particular to a Participant or the department, branch, line of business, subsidiary or other unit in which the Participant works and may cover such period as may be specified by the Committee.

2.11. “*Performance Period*” means the Company’s fiscal year or any other period selected by the Committee.

2.12. “*Plan*” means the Casella Waste Systems, Inc. Non-Equity Incentive Plan.

3. ELIGIBILITY AND ADMINISTRATION

3.1. *Administration.*

(a) The Plan shall be administered by the Committee. The Committee shall have full power and authority, subject to the provisions of the Plan and subject to such orders or resolutions not inconsistent with the provisions of the Plan as may from time to time be adopted by the Board, to: (i) select the Participants to whom Awards may from time to time be granted hereunder; (ii) determine the terms and conditions, not inconsistent with the provisions of the Plan, of each Award; (iii) determine the time when Awards will be granted and paid and the Performance Period to which they relate; (iv) determine the performance goals for Awards for each Participant in respect of each Performance Period based on the Performance Measures and certify the calculation of the amount of the Award payable to each Participant in respect of each Performance Period; (v) interpret and administer the Plan and any instrument or agreement entered into in connection with the Plan; (vi) correct any defect, supply any omission or reconcile any inconsistency in the Plan or any Award in the manner and to the extent that the Committee shall deem desirable to carry it into effect; (vii) establish such rules and regulations and appoint such agents as it shall deem appropriate for the proper administration of the Plan;

and (viii) make any other determination and take any other action that the Committee deems necessary or desirable for administration of the Plan. The Committee may delegate any ministerial matters to officers or employees of the Company but may not delegate authority or responsibilities described in the preceding sentence except to the extent ministerial.

(b) Decisions of the Committee shall be final, conclusive and binding on all persons or entities, including the Company, any Affiliate, any Participant and any person claiming any benefit or right under an Award or under the Plan.

3.2. Eligibility. Participants in the Plan will be selected by the Committee from among the Eligible Employees of the Company and its Affiliates. If a person becomes eligible to participate in the Plan after the Committee has made its initial designation of Participants, such individual may become a Participant if so designated by the Committee.

4. AWARDS

4.1. Performance Goals. The performance goals for determining the Award for each Participant for each Performance Period shall be established by the Committee and shall be based on attainment of specified levels of one or any combination of the Performance Measures.

4.2. Certification. At such time as it shall determine to be appropriate following the conclusion of each Performance Period, the Committee shall certify the amount of the Award for each Participant for such Performance Period.

4.3. Payment of Awards. The amount of the Award actually paid to a Participant shall be determined by the Committee in its sole discretion based upon the level of attainment of the performance goals for the Performance Period as determined in accordance with Section 4.1. The amount paid to a Participant may be less than or more than the amount otherwise payable to the Participant based on attainment of the performance goals. The amount of the Award determined by the Committee for a Performance Period shall be paid in the Committee's discretion in cash or, to the extent permissible under a shareholder-approved stock plan of the Company, stock based awards under such plan. Payment to each Participant shall be made no later than the fifteenth day of the third month following the end of the fiscal year of the Company in which the applicable Performance Period ends. Unless otherwise determined by the Committee or as otherwise set forth in an agreement between the Company and the Participant, a Participant must be employed by the Company or an Affiliate on the date on which any amount under the Plan is paid in order to be eligible to receive such payment.

4.4. Award Denomination and Amount. An Award may be denominated and computed based on a stated dollar amount, a percentage of the annual base salary of the Participant receiving such Award or a percentage of an annual bonus pool or Performance Measure established by the Committee subject to achievement of performance goals.

5. MISCELLANEOUS

5.1. Term. The Plan will commence as of the Effective Date. The Plan shall continue in effect until terminated by the Committee. No Awards may be awarded under the Plan after its termination. Termination of the Plan shall not affect any Awards outstanding on the date of termination and such awards shall continue to be subject to the terms of the Plan notwithstanding its termination.

5.2. *Amendment and Termination of the Plan.* The Board may, from time to time, alter, amend, suspend or terminate the Plan as it shall deem advisable.

5.3. *Tax Withholding.* Whenever payments under the Plan are to be made to a Participant, the Company or an Affiliate may withhold therefrom, or from any other amounts payable to or in respect of the Participant, an amount sufficient to satisfy any applicable governmental withholding tax requirements related thereto.

5.4. *Nature of Payments.* All Awards made pursuant to the Plan are in consideration of services performed or to be performed for the Company or an Affiliate, division or business unit of the Company. Any income or gain realized pursuant to Awards under the Plan constitute a special incentive payment to the Participant and shall not be taken into account, to the extent permissible under applicable law, as compensation for purposes of any of the employee benefit plans of the Company or an Affiliate except as may be determined by the Committee or by the Board or board of directors of the applicable Affiliate.

5.5. *Unfunded Status of the Plan.* The Plan is intended to constitute an “unfunded” plan for incentive compensation. With respect to any payments not yet made to a Participant by the Company, nothing contained herein shall give any such Participant any rights that are greater than those of a general creditor of the Company.

5.6. *Limitation on Rights Conferred Under Plan.* Neither the Plan nor any action taken hereunder will be construed as (i) giving any Participant the right to continue in the employ or service of the Company or any Affiliate, (ii) interfering in any way with the right of the Company or any Affiliate to terminate any Participant’s employment or service (or to demote or to exclude any Participant from future Awards under the Plan) at any time for any reason (subject to the terms and provisions of any employment or similar agreement with the Participant) or (iii) giving any Participant any claim or right to be granted any Award under the Plan or to be treated uniformly with other Participants and employees. Except as specifically provided by the Committee, the Company shall not be liable for the loss of any actual or potential payments related to an Award granted in the event of the termination of employment or service of any Participant. The Plan will not confer on any person other than the Company and the Participant any rights or remedies thereunder, except as expressly provided in the Plan.

5.7. *Governing Law.* The Plan and all determinations made and actions taken thereunder, to the extent not otherwise governed by the Code or the laws of the United States, shall be governed by the laws of the State of Delaware without reference to principles of conflict of laws that might result in the application of the laws of another jurisdiction, and shall be construed accordingly.

5.8. *Section 409A.* Awards under the Plan are intended to be exempt from or to comply with Section 409A of the Code. To the extent that any Award under the Plan is subject to Section 409A of the Code, the Award shall be granted, paid or deferred, as applicable, in a manner that will comply with Section 409A of the Code, including Treasury Regulations or other guidance issued with respect thereto, except as otherwise determined by the Committee.

Notwithstanding any of the foregoing, the Company makes no representations or warranty and shall have no liability to the Participant or any other person if any provisions or payments, compensation or other benefits under the Plan are determined to constitute nonqualified deferred compensation subject to Section 409A of the Code but do not satisfy the provisions thereof.

5.9. *Effective Date of Plan.* The Plan shall become effective on the date the Plan is approved by the Compensation Committee of the Board.

CASELLA WASTE SYSTEMS, INC.
Casella Waste Systems, Inc.
2006 Stock Incentive Plan

Restricted Stock Unit Agreement
Cover Sheet

This Agreement evidences the grant by Casella Waste Systems, Inc., a Delaware corporation (the “*Company*”), on the date set forth below (the “*Grant Date*”) to the person named below (the “*Participant*”) of a Restricted Stock Unit Award (the “*Award*”) based on the number of Continued Employment Units for the Vesting Period listed below. Each unit ultimately earned represents the right to receive one share of the Company’s Class A Common Stock, \$0.01 par value per share (“*Common Stock*”), or the value of such Share. This Award is subject to the terms and conditions specified in the Casella Waste Systems, Inc. 2006 Stock Incentive Plan, as amended, (the “*Plan*”), and in this Agreement, consisting of this Cover Sheet and the attached Exhibit A.

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

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

_____ By: _____
John W. Casella, Chairman & CEO

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

For this Agreement to become binding, the Participant must accept this Award by signing and returning both copies to the Company within 30 days following notification of the grant. A fully executed copy will be returned to you for your records.

EXHIBIT A

CASELLA WASTE SYSTEMS, INC.

**Restricted Stock Unit Agreement
Casella Waste Systems, Inc. 2006 Stock Incentive Plan**

Terms and Conditions

1. Grant of Restricted Stock Units.

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

2. Continued Employment Restricted Stock Units.

Restricted Stock Units may be earned based on continued service to the Company ("**Continued Employment Units**") as follows:

Continued Employment Units

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

3. Determination of Earned Restricted Stock Units.

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

4. Cessation of Business Relationship.

(a) Definitions. For purposes of this Section:

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

(ii) **“Cause”** shall mean any of the following with respect to the Participant, his or her

- A. being convicted of a crime involving the Company (other than pursuant to actions taken at the direction or with the approval of the Board),
- B. being found by reasonable determination of the Company, made in good faith, to have engaged in (1) willful misconduct that has a material adverse effect on the Company, (2) willful or gross neglect that has a material adverse effect on the 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 his or her employment agreement or any other material contract between the Participant and the Company and failed to cure such breach within 15 days following written notice from the Company specifying such breach;

provided that the termination for Cause requires a written notice given to the Participant at any time following the occurrence of any of the events described in clauses A and B above and on written notice given to the Participant at any time not less than 60 days following the occurrence of any of the events described in clause C above.

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

- (b) Death, Disability or Termination Without Cause. If the Participant’s Business Relationship ceases before [] as a result of the Participant’s (i) death, (ii) Disability, or (iii) termination of employment by the Company without Cause (does not apply to voluntarily termination of employment by Employee), the Participant (or the Participant’s Beneficiary in the event of the Participant’s death) shall be entitled to payment of all Shares.

5. Payment.

- (a) Within 60 days following the date on which any Restricted Stock Units are earned, the Company shall distribute to the Participant (or to the Participant’s Beneficiary in the event of death) the Shares represented by Restricted Stock Units that were earned, reduced by the number of Shares (if any) that are withheld from the Award for the payment of Tax-Related Items (as defined in Section 12 hereof) and upon the satisfaction of all other applicable conditions as to the Restricted Stock Units; *provided, however*, that the Shares shall be distributed no later than the 15th day of the third month following the end of the Company’s taxable year; *provided further, however*, that the Shares may be distributed following the date contemplated in this Section to the extent permitted under Section 409A (**“Section 409A”**) of Internal Revenue Code of 1986, and the regulations, including the proposed regulations thereunder (the **“Code”**) without

the payment becoming subject to, and being treated as “nonqualified deferred compensation” within the meaning of Section 409A (such as where the Company reasonably anticipates that the payment will violate federal securities laws or other applicable laws). Payment of any earned Restricted Stock Units shall be made in whole Shares. Earned Restricted Stock Units shall be rounded down to the nearest whole Share, and the Company shall pay the value of any fractional Shares to the Participant in cash on the basis of the Fair Market Value per share of Common Stock on the date of distribution.

- (b) The Company shall not be obligated to issue Shares to the Participant upon the earning of any Restricted Stock Units unless the issuance and delivery of such Shares shall comply with all relevant provisions of law and other legal requirements including, without limitation, any applicable federal, state or foreign securities laws, any applicable Tax-Related Items and the requirements of any stock exchange upon which Shares may be listed.
- (c) Anything in the foregoing to the contrary notwithstanding, Restricted Stock Units granted under this Agreement may be suspended, delayed or otherwise deferred for any of the reasons contemplated in Sections 4 and 5 only to the extent such suspension, delay or deferral is permitted under Treas. Reg. §§1.409A-2(b)(7), 1.409A-1(b)(4)(ii) or successor provisions, or as otherwise permitted under Section 409A.

6. Option of Company to Deliver Cash.

Notwithstanding any of the other provisions of this Agreement, at the time when any Restricted Stock Units are payable pursuant to Sections 5 or 11, the Company may elect, in the sole discretion of the Committee, to deliver to the Participant in lieu of the Shares represented by Restricted Stock Units that are then payable an equivalent amount of cash (determined by reference to the closing price of the Shares on the principal exchange on which the Shares trade on the applicable payment date or if such date is not a trading date, on the next preceding trading date). Such payments shall be made no later than the deadline set forth in Section 5(a) hereof. If the Company elects to deliver cash to the Participant, the Company is authorized to retain such amount as is sufficient to satisfy the withholding of Tax-Related Items (as defined in Section 12 hereof).

7. Restrictions on Transfer.

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

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

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

10. Adjustments for Capital Changes.

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

11. Change in Control.

(a) Upon a Change in Control of the Company the Continued Employment Goal Units shall be vested in full as of such date, and paid within five business days of a Change in Control; provided that if such payment would result in the imposition of a tax under Section 409A then such payment shall be made in accordance with Section 5(a) above, following the end of the fiscal year in which such Change in Control occurs.

(b) For purposes of this Agreement, a “*Change in Control*” means any of the following events:

(i) “*Change in Control*” means any of the following events:

A. Any “*person*,” as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (the “*Exchange Act*”) (a “*Person*”) or “Group” (within the meaning of Rule 13d-5 of the Exchange Act and Treas. Reg. § 1.409A-3(i)(5)(B)), is or becomes the “*beneficial owner*,” as defined in Rule 13d-3 under the Exchange Act (a “*Beneficial Owner*”), directly or indirectly, of securities of the Company representing 40% or more of the combined voting power of the Company’s then outstanding voting securities, by acquisition or through merger, consolidation, or reorganization;

B. Individuals who, at the beginning of any 12 month period, constitute the Board of Directors of Company (the “*Incumbent Board*”), cease for any reason to constitute at least a majority of the Board of Directors, provided that any person becoming a director subsequent to the date hereof whose election, or nomination for election by the Company’s stockholders, is approved by a vote of at least a majority of the directors shall, for

the purposes of this Agreement, be considered as though such person were a member of the Incumbent Board of the Company (provided that this clause B does not apply if a majority shareholder of the Company is another corporation); or

- C. The consummation of a sale or other disposition by the Company of all or substantially all (i.e., at least 85%) of the Company's assets to a person or Group (each as defined in clause A) within a 12 month period ending on the then most recent disposition of assets. There is no Change in Control event under this clause C when the transfer is to (i) a shareholder of the Company (immediately before the asset transfer) in exchange for or with respect to such shareholder's stock; (ii) an entity, 50% or more of the total value or voting power of which is owned, directly or indirectly, by the Company; (iii) a person, or more than one person acting as a Group, that owns, directly or indirectly, 50% or more of the total value or voting power of all the outstanding stock of the Company; or (iv) an entity, at least 50% of the total value or voting power of which is owned, directly or indirectly, by a person described in subclause (iii).

Notwithstanding the preceding provisions of this definition, a Change in Control shall not be deemed to have occurred if the Person described in the preceding provisions of this definition is (1) an underwriter or underwriting syndicate that has acquired the ownership of any of the Company's then outstanding voting securities solely in connection with a public offering of the Company's securities, (2) any subsidiary of the Company or (3) to the extent permitted by Section 409A, an employee stock ownership plan or other employee benefit plan maintained by the Company (or any of its subsidiaries) that is qualified under the provisions of the Code. In addition, no Change in Control shall have occurred unless the transaction or series of transactions results in a Change in Control within the meaning of Code Section 409A and the regulations thereunder. This Change in Control definition shall be interpreted in a manner that is consistent with Code Section 409A and the regulations thereunder, including with respect to any applicable limitations on the kinds of events that would constitute a Change in Control.

12. Withholding Taxes.

- (a) Regardless of any action the Company and/or the Affiliate employing the Participant (the "**Employer**") take with respect to any or all income tax (including U.S. federal, state and local tax and/or non-U.S. tax), social insurance, payroll tax or other tax-related items ("**Tax-Related Items**"), the Participant hereby acknowledges that the ultimate liability for all Tax-Related Items legally due by the Participant with respect to the Participant's Award of Restricted Stock Units, earning of the Restricted Stock Units, or the issuance of Shares (or payment of cash) in settlement of earned Restricted Stock Units is and remains the Participant's responsibility and that the Company and/or the Employer (i) make

no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Restricted Stock Units, including the award of the Restricted Stock Units, the earning of the Restricted Stock, the issuance of Shares (or payment of cash) in settlement of the Restricted Stock Units, the subsequent sale of Shares acquired at earning and the receipt of any dividends and or Dividend Equivalents; and (ii) do not commit to structure the terms of the Award or any aspect of the Restricted Stock Units to reduce or eliminate the Participant's liability for Tax-Related Items.

- (b) Prior to the relevant tax withholding event, as applicable, the Participant shall pay or make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all withholding obligations of the Company and/or the Employer with respect to Tax-Related Items. In this regard, the Participant hereby authorizes the Company and/or the Employer, in their sole discretion and without any notice to or authorization by the Participant, to withhold from the Shares being distributed under this Award upon the determination of earned Restricted Stock Units that number of whole Shares the fair market value of which (determined by reference to the closing price of the Common Stock on the principal exchange on which the Common Stock trades on the date the withholding obligation arises, or if such date is not a trading date, on the next preceding trading date) is equal to the aggregate withholding obligation as determined by the Company and/or Employer with respect to such Award, provided that the Company only withholds the number of Shares necessary to satisfy the minimum withholding obligation amount. If the Company satisfies the withholding obligation for Tax-Related Items by withholding a number of Shares being distributed under the Award as described above, the Participant hereby acknowledges that the Participant is deemed to have been issued the full number of Shares subject to the Award of Restricted Stock Units, notwithstanding that a number of the Shares is held back solely for the purpose of paying the Tax-Related Items due as a result of the Award, earning and/or settlement of the Restricted Stock Units. In the event the Tax-Related Items withholding obligation would result in a fractional number of Shares to be withheld by the Company, such number of Shares to be withheld shall be rounded up to the next nearest number of whole Shares. If, solely due to rounding of Shares, the value of the number of Shares retained by the Company pursuant to this provision is more than the amount required to be withheld, then the Company may pay such excess amount to the relevant tax authority as additional withholding with respect to the Participant.
- (c) Alternatively, or in addition, the Company may (a) only to the extent and in the manner permitted by all applicable securities laws, including making any necessary securities registration or taking any other necessary actions, instruct the broker whom it has selected for this purpose to sell on the Participant's behalf, the Shares to be issued upon the earning or settlement, as applicable, of the Participant's Restricted Stock Units to meet the withholding obligation for Tax-Related Items, and/or (b) withhold all applicable Tax-Related Items legally payable by Participant from Participant's wages or other cash compensation paid to Participant by the Company and/or the Employer. At such time as the Participant is not aware of any material non-public information about the Company or the Common Stock, the Participant shall execute the instructions set forth on Exhibit A attached hereto as a means of satisfying such tax obligation.

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- (d) Finally, the Participant hereby acknowledges that the Participant is required to pay to the Employer any amount of Tax-Related Items that the Employer may be required to withhold as a result of the Participant's Award of Restricted Stock Units, earning of the Restricted Stock Units that cannot be satisfied by the means previously described. The Participant hereby acknowledges that the Company may refuse to deliver the Shares in settlement of the earned Restricted Stock Units to the Participant if the Participant fails to comply with the Participant's obligations in connection with the Tax-Related Items as described in this Section. The Participant shall have no further rights with respect to any Shares that are retained by the Company pursuant to this provision, and under no circumstances will the Company be required to issue any fractional Shares.
 - (e) The Participant has reviewed and understands the tax withholding and payment obligations as set forth in this Agreement and understands that the Company is not providing any tax advice and that the Participant should consult with Participant's own tax advisors on the U.S. federal, state, foreign and local tax and non-U.S. tax consequences of this investment and the transactions contemplated by this Agreement.

13. Nature of Grant.

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

14. Miscellaneous.

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

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

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

Exhibit A

Automatic Sale Instructions

The undersigned hereby consents and agrees that any taxes due on a vesting date as a result of the vesting of Restricted Stock Units on such date shall be paid through an automatic sale of shares as follows:

(a) Upon any vesting of Restricted Stock Units pursuant to Section 3 hereof, the Company shall arrange for the sale of such number of shares of Common Stock issuable with respect to the Restricted Stock Units that vest pursuant to Section 3 as is sufficient to generate net proceeds sufficient to satisfy the Company's minimum statutory withholding obligations with respect to the income recognized by the Participant upon the vesting of the Restricted Stock Units (based on minimum statutory withholding rates for all tax purposes, including payroll and social security taxes, that are applicable to such income), and the Company shall retain such net proceeds in satisfaction of such tax withholding obligations.

(b) The Participant hereby appoints the Chief Executive Officer and Chief Financial Officer of the Company as his or her attorneys in fact to sell the Participant's Common Stock in accordance with this Exhibit A. The Participant agrees to execute and deliver such documents, instruments and certificates as may reasonably be required in connection with the sale of the Shares pursuant to this Exhibit A.

(c) The Participant represents to the Company that, as of the date hereof, he or she is not aware of any material nonpublic information about the Company or the Common Stock. The Participant and the Company have structured this Agreement, including this Exhibit A, to constitute a "binding contract" relating to the sale of Common Stock, consistent with the affirmative defense to liability under Section 10(b) of the Securities Exchange Act of 1934 under Rule 10b5-1(c) promulgated under such Act.

The Company shall not deliver any shares of Common Stock to the Participant until it is satisfied that all required withholdings have been made.

Participant Name: _____

Date: _____

CASELLA WASTE SYSTEMS, INC.
Casella Waste Systems, Inc.
2006 Stock Incentive Plan

Restricted Stock Unit Agreement
Cover Sheet

This Agreement evidences the grant by Casella Waste Systems, Inc., a Delaware corporation (the “*Company*”), on the date set forth below (the “*Grant Date*”) to the person named below (the “*Participant*”) of a Restricted Stock Unit Award (the “*Award*”) based on the number of Continued Employment Units for the Vesting Period listed below. Each unit ultimately earned represents the right to receive one share of the Company’s Class A Common Stock, \$0.01 par value per share (“*Common Stock*”), or the value of such Share. This Award is subject to the terms and conditions specified in the Casella Waste Systems, Inc. 2006 Stock Incentive Plan, as amended, (the “*Plan*”), and in this Agreement, consisting of this Cover Sheet and the attached Exhibit A.

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

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

_____ By: _____
John W. Casella, Chairman & CEO

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

For this Agreement to become binding, the Participant must accept this Award by signing and returning both copies to the Company within 30 days following notification of the grant. A fully executed copy will be returned to you for your records.

EXHIBIT A

CASELLA WASTE SYSTEMS, INC.

**Restricted Stock Unit Agreement
Casella Waste Systems, Inc. 2006 Stock Incentive Plan**

Terms and Conditions

1. Grant of Restricted Stock Units.

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

2. Continued Employment Restricted Stock Units.

Restricted Stock Units may be earned based on continued service to the Company ("**Continued Employment Units**") as follows:

Continued Employment Units

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

3. Determination of Earned Restricted Stock Units.

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

4. Cessation of Business Relationship.

(a) Continuous Service Relationship. If the Participant's continuous service to the Company or one of its Affiliates as an Employee or Director (a "**Business Relationship**") ceases for any reason before [], the Continued Employment Shares which have not been earned pursuant to Section 3(a) prior to such cessation will be forfeited without the payment of any consideration to the Participant, effective as of such cessation, except as provided in this Section. The Participant's Business Relationship shall be deemed to have ceased on the last day of active service to the Company or an Affiliate and shall not be extended by any notice of termination period. For purposes hereof, a Business Relationship shall not be considered as having ceased during any leave of absence if such leave of absence has been

approved in writing by the Company. Any change in the type of Business Relationship the Participant has within or among the Company and its Affiliates shall not result in the forfeiture of the Restricted Stock Units so long as the Participant continuously maintains a Business Relationship.

5. Payment.

- (a) Within 60 days following the date on which any Restricted Stock Units are earned, the Company shall distribute to the Participant the Shares represented by Restricted Stock Units that were earned, reduced by the number of Shares (if any) that are withheld from the Award for the payment of Tax-Related Items (as defined in Section 12 hereof) and upon the satisfaction of all other applicable conditions as to the Restricted Stock Units; *provided, however*, that the Shares shall be distributed no later than the 15th day of the third month following the end of the Company's taxable year; *provided further, however*, that the Shares may be distributed following the date contemplated in this Section to the extent permitted under Section 409A ("**Section 409A**") of Internal Revenue Code of 1986, and the regulations, including the proposed regulations thereunder (the "*Code*") without the payment becoming subject to, and being treated as "nonqualified deferred compensation" within the meaning of Section 409A (such as where the Company reasonably anticipates that the payment will violate federal securities laws or other applicable laws). Payment of any earned Restricted Stock Units shall be made in whole Shares. Earned Restricted Stock Units shall be rounded down to the nearest whole Share, and the Company shall pay the value of any fractional Shares to the Participant in cash on the basis of the Fair Market Value per share of Common Stock on the date of distribution.
- (b) The Company shall not be obligated to issue Shares to the Participant upon the earning of any Restricted Stock Units unless the issuance and delivery of such Shares shall comply with all relevant provisions of law and other legal requirements including, without limitation, any applicable federal, state or foreign securities laws, any applicable Tax-Related Items and the requirements of any stock exchange upon which Shares may be listed.
- (c) Anything in the foregoing to the contrary notwithstanding, Restricted Stock Units granted under this Agreement may be suspended, delayed or otherwise deferred for any of the reasons contemplated in Sections 4 and 5 only to the extent such suspension, delay or deferral is permitted under Treas. Reg. §§1.409A-2(b)(7), 1.409A-1(b)(4)(ii) or successor provisions, or as otherwise permitted under Section 409A.

6. Option of Company to Deliver Cash.

Notwithstanding any of the other provisions of this Agreement, at the time when any Restricted Stock Units are payable pursuant to Sections 5 or 11, the Company may elect, in the sole discretion of the Committee, to deliver to the Participant in lieu of the Shares represented by Restricted Stock Units that are then payable an equivalent amount of cash (determined by reference to the closing price of the Shares on the principal exchange on which the Shares trade on the applicable payment date or if such date is not a trading date, on the next preceding trading date). Such payments shall be made no later than the deadline set forth in Section 5(a) hereof. If the Company elects to deliver cash to the Participant, the Company is authorized to retain such amount as is sufficient to satisfy the withholding of Tax-Related Items (as defined in Section 12 hereof).

7. Restrictions on Transfer.

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

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

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

10. Adjustments for Capital Changes.

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

11. Change in Control.

- (a) Upon a Change in Control of the Company the Continued Employment Goal Units shall be vested in full as of such date, and paid within five business days of a Change in Control; provided that if such payment would result in the imposition of a tax under Section 409A then such payment shall be made in accordance with Section 5(a) above, following the end of the fiscal year in which such Change in Control occurs.
- (b) For purposes of this Agreement, a “**Change in Control**” means any of the following events:
 - (i) “**Change in Control**” means any of the following events:
 - A. Any “**person**,” as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”) (a “**Person**”) or “**Group**” (within the meaning of Rule 13d-5 of the Exchange Act and Treas. Reg. § 1.409A-3(i)(5)(B)), is or becomes the “**beneficial owner**,” as defined in Rule 13d-3 under the Exchange Act (a “**Beneficial Owner**”), directly or indirectly, of securities of the

Company representing 40% or more of the combined voting power of the Company's then outstanding voting securities, by acquisition or through merger, consolidation, or reorganization;

- B. Individuals who, at the beginning of any 12 month period, constitute the Board of Directors of Company (the "***Incumbent Board***"), cease for any reason to constitute at least a majority of the Board of Directors, provided that any person becoming a director subsequent to the date hereof whose election, or nomination for election by the Company's stockholders, is approved by a vote of at least a majority of the directors shall, for the purposes of this Agreement, be considered as though such person were a member of the Incumbent Board of the Company (provided that this clause B does not apply if a majority shareholder of the Company is another corporation); or
- C. The consummation of a sale or other disposition by the Company of all or substantially all (i.e., at least 85%) of the Company's assets to a person or Group (each as defined in clause A) within a 12 month period ending on the then most recent disposition of assets. There is no Change in Control event under this clause C when the transfer is to (i) a shareholder of the Company (immediately before the asset transfer) in exchange for or with respect to such shareholder's stock; (ii) an entity, 50% or more of the total value or voting power of which is owned, directly or indirectly, by the Company; (iii) a person, or more than one person acting as a Group, that owns, directly or indirectly, 50% or more of the total value or voting power of all the outstanding stock of the Company; or (iv) an entity, at least 50% of the total value or voting power of which is owned, directly or indirectly, by a person described in subclause (iii).

Notwithstanding the preceding provisions of this definition, a Change in Control shall not be deemed to have occurred if the Person described in the preceding provisions of this definition is (1) an underwriter or underwriting syndicate that has acquired the ownership of any of the Company's then outstanding voting securities solely in connection with a public offering of the Company's securities, (2) any subsidiary of the Company or (3) to the extent permitted by Section 409A, an employee stock ownership plan or other employee benefit plan maintained by the Company (or any of its subsidiaries) that is qualified under the provisions of the Code. In addition, no Change in Control shall have occurred unless the transaction or series of transactions results in a Change in Control within the meaning of Code Section 409A and the regulations thereunder. This Change in Control definition shall be interpreted in a manner that is consistent with Code Section 409A and the regulations thereunder, including with respect to any applicable limitations on the kinds of events that would constitute a Change in Control.

12. Withholding Taxes.

- (a) Regardless of any action the Company and/or the Affiliate employing the Participant (the "***Employer***") take with respect to any or all income tax (including U.S. federal, state and local tax and/or non-U.S. tax), social insurance, payroll tax or other tax-

related items (“*Tax-Related Items*”), the Participant hereby acknowledges that the ultimate liability for all Tax-Related Items legally due by the Participant with respect to the Participant’s Award of Restricted Stock Units, earning of the Restricted Stock Units, or the issuance of Shares (or payment of cash) in settlement of earned Restricted Stock Units is and remains the Participant’s responsibility and that the Company and/or the Employer (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Restricted Stock Units, including the award of the Restricted Stock Units, the earning of the Restricted Stock, the issuance of Shares (or payment of cash) in settlement of the Restricted Stock Units, the subsequent sale of Shares acquired at earning and the receipt of any dividends and or Dividend Equivalents; and (ii) do not commit to structure the terms of the Award or any aspect of the Restricted Stock Units to reduce or eliminate the Participant’s liability for Tax-Related Items.

- (b) Prior to the relevant tax withholding event, as applicable, the Participant shall pay or make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all withholding obligations of the Company and/or the Employer with respect to Tax-Related Items. In this regard, the Participant hereby authorizes the Company and/or the Employer, in their sole discretion and without any notice to or authorization by the Participant, to withhold from the Shares being distributed under this Award upon the determination of earned Restricted Stock Units that number of whole Shares the fair market value of which (determined by reference to the closing price of the Common Stock on the principal exchange on which the Common Stock trades on the date the withholding obligation arises, or if such date is not a trading date, on the next preceding trading date) is equal to the aggregate withholding obligation as determined by the Company and/or Employer with respect to such Award, provided that the Company only withholds the number of Shares necessary to satisfy the minimum withholding obligation amount. If the Company satisfies the withholding obligation for Tax-Related Items by withholding a number of Shares being distributed under the Award as described above, the Participant hereby acknowledges that the Participant is deemed to have been issued the full number of Shares subject to the Award of Restricted Stock Units, notwithstanding that a number of the Shares is held back solely for the purpose of paying the Tax-Related Items due as a result of the Award, earning and/or settlement of the Restricted Stock Units. In the event the Tax-Related Items withholding obligation would result in a fractional number of Shares to be withheld by the Company, such number of Shares to be withheld shall be rounded up to the next nearest number of whole Shares. If, solely due to rounding of Shares, the value of the number of Shares retained by the Company pursuant to this provision is more than the amount required to be withheld, then the Company may pay such excess amount to the relevant tax authority as additional withholding with respect to the Participant.
- (c) Alternatively, or in addition, the Company may (a) only to the extent and in the manner permitted by all applicable securities laws, including making any necessary securities registration or taking any other necessary actions, instruct the broker whom it has selected for this purpose to sell on the Participant’s behalf, the Shares to be issued upon the earning or settlement, as applicable, of the Participant’s Restricted Stock Units to meet the withholding obligation for Tax-Related Items, and/or (b) withhold all applicable Tax-Related Items legally payable by Participant from Participant’s wages or other cash compensation paid to Participant by the Company and/or the Employer. At such time as the Participant is not aware of any material

non-public information about the Company or the Common Stock, the Participant shall execute the instructions set forth on Exhibit A attached hereto as a means of satisfying such tax obligation.

- (d) Finally, the Participant hereby acknowledges that the Participant is required to pay to the Employer any amount of Tax-Related Items that the Employer may be required to withhold as a result of the Participant's Award of Restricted Stock Units or earning of the Restricted Stock Units that cannot be satisfied by the means previously described. The Participant hereby acknowledges that the Company may refuse to deliver the Shares in settlement of the earned Restricted Stock Units to the Participant if the Participant fails to comply with the Participant's obligations in connection with the Tax-Related Items as described in this Section. The Participant shall have no further rights with respect to any Shares that are retained by the Company pursuant to this provision, and under no circumstances will the Company be required to issue any fractional Shares.
- (e) The Participant has reviewed and understands the tax withholding and payment obligations as set forth in this Agreement and understands that the Company is not providing any tax advice and that the Participant should consult with Participant's own tax advisors on the U.S. federal, state, foreign and local tax and non-U.S. tax consequences of this investment and the transactions contemplated by this Agreement.

13. Nature of Grant.

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

14. Miscellaneous.

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- (a) Notices. All notices hereunder shall be in writing and shall be deemed given when sent by certified or registered mail, postage prepaid, return receipt requested, if to the Participant, to the address set forth on the cover sheet or at the most recent address shown on the records of the Company, and if to the Company, to the Company's principal office, attention of the Corporate Secretary.
- (b) Entire Agreement; Modification. This Agreement (including the cover sheet) and the Plan constitutes the entire agreement between the parties relative to the subject matter hereof, and supersedes all other communications between the parties relating to the subject matter of this Agreement. This Agreement may be modified, amended or rescinded by the Committee as it shall deem advisable, subject to any requirement for shareholder approval imposed by applicable law or other applicable rules, including, without limitation, the rules of the stock exchange on which the Shares are listed. If the Committee determines that the Award terms could result in adverse tax consequences to the Participant, the Committee may amend this Agreement without the consent of the Participant in order to minimize or eliminate such tax treatment.
- (c) Plan Governs. This Agreement is subject to all terms and provisions of the Plan. In the event of a conflict between one or more provisions of this Agreement and one or more provisions of the Plan, the provisions of the Plan will govern.
- (d) Severability. The invalidity, illegality or unenforceability of any provision of this Agreement shall in no way affect the validity, legality or enforceability of any other provision.
- (e) Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the heirs, legatees, distributees, executors and administrators of the Participant and the successors and assigns of the Company.
- (f) Participant's Acceptance. The Participant is urged to read this Agreement carefully and to consult with his or her own legal counsel regarding the terms and consequences of this Agreement and the legal and binding effect of this Agreement. By virtue of his or her acceptance of this Agreement, the Participant is deemed to have accepted and agreed to all of the terms and conditions of this Award and the provisions of the Plan, including as binding, conclusive and final all decisions or interpretations of the Committee upon any questions arising under the Plan or this Award.
- (g) Section 409A. This Agreement, the Restricted Stock Units and payments made pursuant to this Agreement are intended to comply with or qualify for an exemption from the requirements of Section 409A and shall be construed consistently therewith and shall be interpreted in a manner consistent with that intention. Terms defined in the Agreement shall have the meanings given such terms under Section 409A if and to the extent required to comply with Section 409A. Notwithstanding any other provision of this Agreement, the Company reserves the right, to the extent the Company deems necessary or advisable, in its sole discretion, to unilaterally amend the Plan and/or this Agreement to ensure that all Restricted Stock Units are awarded in a manner that qualifies for exemption from or complies with Section 409A, provided, however, that the Company makes no undertaking to preclude Section 409A from applying to this Award of Restricted Stock Units. Any payments described in this Section 13(g) that are due within the "short term deferral period" as

defined in Section 409A shall not be treated as deferred compensation unless applicable law requires otherwise. If and to the extent any portion of any payment, compensation or other benefit provided to the Participant in connection with his employment termination is determined to constitute “nonqualified deferred compensation” within the meaning of Section 409A and the Participant is a specified employee as defined in Section 409A(2)(B)(i) of the Code, as determined by the Company in accordance with its procedures, by which determination the Participant hereby agrees that he is bound, such portion of the payment, compensation or other benefit shall not be paid before the day that is six months plus one day after the date of separation from service (as determined under Section 409A (the “*New Payment Date*”)), except as Section 409A may then permit. The aggregate of any payments that otherwise would have been paid to the Participant during the period between the date of separation from service and the New Payment Date shall be paid to the Participant in a lump sum on such New Payment Date, and any remaining payments will be paid on their original schedule. Notwithstanding the foregoing, the Company, its Affiliates, Directors, Officers and Agents shall have no liability to a Participant, or any other party, if an Award that is intended to be exempt from, or compliant with, Section 409A is not so exempt or compliant, or for any action taken by the Committee.

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

Exhibit A

Automatic Sale Instructions

The undersigned hereby consents and agrees that any taxes due on a vesting date as a result of the vesting of Restricted Stock Units on such date shall be paid through an automatic sale of shares as follows:

(a) Upon any vesting of Restricted Stock Units pursuant to Section 3 hereof, the Company shall arrange for the sale of such number of shares of Common Stock issuable with respect to the Restricted Stock Units that vest pursuant to Section 3 as is sufficient to generate net proceeds sufficient to satisfy the Company's minimum statutory withholding obligations with respect to the income recognized by the Participant upon the vesting of the Restricted Stock Units (based on minimum statutory withholding rates for all tax purposes, including payroll and social security taxes, that are applicable to such income), and the Company shall retain such net proceeds in satisfaction of such tax withholding obligations.

(b) The Participant hereby appoints the Chief Executive Officer and Chief Financial Officer of the Company as his or her attorneys in fact to sell the Participant's Common Stock in accordance with this Exhibit A. The Participant agrees to execute and deliver such documents, instruments and certificates as may reasonably be required in connection with the sale of the Shares pursuant to this Exhibit A.

(c) The Participant represents to the Company that, as of the date hereof, he or she is not aware of any material nonpublic information about the Company or the Common Stock. The Participant and the Company have structured this Agreement, including this Exhibit A, to constitute a "binding contract" relating to the sale of Common Stock, consistent with the affirmative defense to liability under Section 10(b) of the Securities Exchange Act of 1934 under Rule 10b5-1(c) promulgated under such Act.

The Company shall not deliver any shares of Common Stock to the Participant until it is satisfied that all required withholdings have been made.

Participant Name: _____

Date: _____

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT, dated as of the 1st day of March, 2016 (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 Christopher B. Heald, an individual and a resident of Center Rutland, Vermont ("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 continue to employ Employee, and Employee accepts such continued 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 is the Vice President of Finance and Chief Accounting Officer (or such other and comparable titles and positions as shall be given Employee by the Chief Executive Officer 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 Chief Financial 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 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 March 1, 2016 and ending on the first 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 Base Salary. Subject to the next sentence of this Section 3.1.1, Employee shall be compensated at the annual rate of One Hundred Ninety-Two Thousand and Five Hundred Dollars

(\$192,500) (“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.

3.2 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 fifty percent (50%) of Employee’s Base Salary, (ii) issuance of additional stock options, restricted stock units (“RSUs”) or performance-based stock units (“PSUs”) of Company or (iii) a combination of cash, stock options, RSUs and/or PSUs in an amount to be determined after 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 will be payable no later than 2 1/2 months after the end of the later of the Employer’s fiscal year or Employee’s taxable year to which the Bonus relates.

3.3 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.

3.4 Participation in Benefit Plans. Subject to each plan’s Employee eligibility and contribution requirement, Employee shall be entitled to continue to 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, 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, if later, the expiration of any Severance Benefit Term (as defined in Section 4.4.1(e)), 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 the 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, except as provided by applicable law.

3.6 Fringe Benefits and Perquisites. Employee shall be entitled to 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.

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

4.1 Death. Employee’s employment hereunder shall terminate 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, payable in a lump sum within sixty (60) days of the date of Employee's death, (ii) the Acceleration Payment, payable in a lump sum within sixty (60) days of the date of Employee's death, and (iii) 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 or provide to Employee (or his legal representative): (i) Severance, payable as described in Section 4.4.1(c), (ii) the Acceleration Payment, payable as described in Section 4.4.1(a), (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 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 or behavior 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. 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(c), (ii) the Acceleration Payment, payable as described in Section 4.4.1(a), (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 RSUs, with respect to which payment also shall be made upon such vesting) issued by Company to Employee, provided that the accelerated vesting will only accelerate payment under clause (iv) where permitted by Section 409A (as defined below).

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) “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) any Bonus relating to the prior fiscal year which, as of the date of termination, had been determined by Company pursuant to Section 3.2 but not yet paid prior to the date of termination and (iii) any vacation accrued but unused prior to the date of termination. The Acceleration Payment due under (i) shall be payable in a lump sum immediately upon Employee’s termination, and the Acceleration Payment due under (ii) and (iii) (the “Contingent AP Amounts”) shall be payable in a lump sum within sixty (60) days of the date of Employee’s termination, subject, in the case of the Contingent AP Amounts only, to Sections 11 and 20. The Acceleration Payment due under (i) is not “deferred compensation” within the meaning of Section 409A (as defined below) and the Contingent AP Amounts are intended to, and shall be construed to, fit within the short-term deferral exception to Section 409A.

(b) “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 Vice President of the 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 base compensation, or a material change in the geographic location at which the employee must perform services for the Company; provided that Employee has given Company notice within ninety (90) days of the initial existence of the condition, Company has not remedied the condition within thirty (30) days after receiving such notice and Employee actually terminates within one hundred eighty (180) days of the initial existence of such condition.

(c) “Severance” means the sum of: (i) one (1) times the highest annual 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” or by reason of Death or Disability and (ii) a one (1) time payment of fifty percent (50%) 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 within sixty (60) days of Employee’s 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.

(d) “Severance Benefits” means, should Employee be eligible for and elect to receive continued group medical and dental insurance through COBRA, that Company and Employee shall each continue to pay their respective portions of the premiums for such benefits as would be applicable to active and similarly situated employees of Company. 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.

(e) “Severance Benefit Term” means twelve (12) months from the date Employee terminates his employment for Good Reason, or Employee’s employment is terminated by Company other than for Cause or by reason of Disability; provided however that Company’s obligation to provide Severance Benefits (i) shall terminate upon Employee becoming eligible for coverage under the medical benefits program of a subsequent employer and (ii) shall not be construed to extend any period of continuation coverage (e.g., COBRA) required by U.S. federal law.

(f) “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 ninety (90) days of his becoming aware of the occurrence of such event that qualifies as Good Reason under Section 4.4.1(b) 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(c), (ii) the Acceleration Payment, payable as described in Section 4.4.1(a), (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 RSUs, with respect to which payment also shall be made upon such vesting) issued by Company to Employee, provided that the accelerated vesting will only accelerate payment under clause (iv) where permitted by Section 409A.

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, 10 and 21 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 at all times 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, sustainability programs, waste reduction, the creation of power or fuels out of waste, landfill gas to energy or gasification businesses, waste

water treatment facilities (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 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 (“Inventions or 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 become 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, arbitral, 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). Employee must submit written requests for payment pursuant to the Section 10 within one hundred twenty (120) days after Employee incurs any expenses or other amounts under this Section 10. Payment or reimbursement shall be governed by Section 20. 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 Contingent AP Amounts 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 Contingent AP Amounts, 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, including, without limitation, claims or demands 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 required by law to be afforded to Employee relative to the execution and revocation of such a General Release. Employee understands and agrees that no Severance Benefits, Severance, or Contingent AP Amounts 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 sixty (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, as shall the payment of any amounts that constitute "deferred compensation" within the meaning of Section 409A (subject to any delay under Section 20 and also provided that if the sixty (60) day period ends in the calendar year subsequent to the year containing the termination of employment, the payment of deferred compensation shall not be made or begin earlier than the first business day in that subsequent year).

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 05701
Attention: Senior Vice President and General Counsel
- (b) If to Employee:
Christopher B. Heald
Vice President of Finance and Chief Accounting Officer
25 Greens Hill Lane,
Rutland, VT 05701

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 Contingent AP Amounts, 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:

Witness: /s/ Edmond R. Coletta

Date: 3/4/16

Witness: /s/ Edmond R. Coletta

Date: 3/4/16

Christopher B. Heald

/s/ Christopher B. Heald

Date: 3/4/16

CASELLA WASTE SYSTEMS, INC.

By: /s/ John W. Casella

Name: John W. Casella

Date: March 4, 2016