

FIRST AMENDMENT TO HOST COMMUNITY AND FACILITY OVERSIGHT AGREEMENT

This First Amendment to Host Community and Facility Oversight Agreement ("Amendment") is made as of this 17th day of **September, 2009**, by and between the STATE OF MAINE, acting by and through its Executive Department, State Planning Office (the "State"), the CITY OF OLD TOWN, Maine, having its principal offices at 150 Brunswick Street, Old Town, Maine 04469 (the "City") and CASELLA WASTE SYSTEMS, INC., a Delaware corporation having a place of business at 25 Greens Hill Lane, Rutland, Vermont 05702 ("Casella").

WITNESSETH:

WHEREAS, the State, the City and Casella are parties to a Host Community and Facility Oversight Agreement, dated as of December 8, 2005 (the "Host Community Agreement"); and

WHEREAS, the State and Casella are parties to an Operating Services Agreement dated as of February 5, 2004, as amended by the First Amendment to the Operating Services Agreement dated as of July 28, 2006, and as further amended by the Second Amendment to the Operating Services Agreement dated as of November 2, 2006 (the "OSA"); and

WHEREAS, the State, the City and Casella wish to amend the Host Community Agreement to clarify the Host Community Agreement (HCA). Two amendments to the Operating Services Agreement (OSA) between the State and Casella have resulted in the need to make the amendment to the HCA ;

WHEREAS, in 2009, State Planning Office instituted new rules regarding holding a public hearing prior to making further amendments to the OSA. The inconsistencies between the OSA and HCA created a misperception that Casella is not operating in compliance with the HCA even though the HCA does not regulate landfill operations.

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The recitals and identification of the parties to this Amendment are incorporated by reference as though fully set forth herein. Capitalized terms not defined or amended herein shall have the meaning given to them in Host Community Agreement.
2. The definitions in the Host Community Agreement are intended to be consistent with the definitions in the OSA. To the extent there is any inconsistency between, or conflict with, a definition in the Host Community Agreement and the same term in the OSA, as it may be amended from time to time, the parties shall consult and agree on which definition shall control.
3. For purposes of clarification and the avoidance of doubt, residue and bulky waste generated at a processing facility located in Maine that produces construction and

demolition wood fuel was a category of acceptable Maine waste licensed by the DEP for disposal at Juniper Ridge Landfill as of September 2005 and therefore is included on Exhibit 2 and does not represent an "expansion of the type of waste" as defined in the Resolve.

The Host Community Agreement is intended to provide for the exclusive payments and other benefits provided by the State and Casella to the City pursuant to State law for the duration of Casella's role as operator of the Juniper Ridge Landfill under the OSA. The Host Community Agreement is not intended to regulate the Landfill or any Expansion thereof, or to give rise to City enforcement of the MDEP License Amendment for said Landfill, any expansion thereof, or otherwise. Any City regulation of the Landfill expansion will occur pursuant to the terms of the City Solid Waste Facilities Ordinance, dated June 1, 2009 provided, however, that this paragraph does not exempt the State and Casella from any obligation to make payment to the City of fees for applications, licenses, reviews, permits and approvals under State, local, federal laws, regulations and ordinances, including but not limited to the City Solid Waste Facilities Ordinance, dated June 1, 2009, all of which shall be in addition to any payments required to be made to the City under the OSA and/or the HCA

4. The first sentence of Section 5.2 of the Host Community Agreement is hereby amended as follows: "During the Term of this Agreement, Casella agrees to make available upon request the following information to the City or the City's consultant designee in a timely fashion."
5. The first sentence of Section 10 of the Host Community Agreement is hereby amended as follows: "The parties specifically acknowledge that Casella fulfilled its obligation to the State under the Operating Services Agreement as amended, to prepare a draft application for an Expansion Permit on or before 5 February 2009."
6. In all other respects, the Host Community Agreement shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on and as of the date first above written.

WITNESSETH:

[Signature]
Name:

[Signature]
Name:

[Signature]
Name:

STATE OF MAINE

By: [Signature]
Its Director, State Planning Office

CITY OF OLD TOWN, MAINE

By: [Signature]
Its City Manager

CASELLA WASTE SYSTEMS, INC.

By: [Signature]
Its Vice President