

**THIRD AMENDMENT TO HOST COMMUNITY COMPENSATION
AND FACILITY OVERSIGHT AGREEMENT**

This Third Amendment to the Host Community Compensation and Facility Oversight Agreement ("Third Amendment") is made as of this 21 day of August, 2014, by and among the STATE OF MAINE, acting by and through the Department of Administrative and Financial Services, Bureau of General Services (the "State"), the CITY OF OLD TOWN, Maine, having its principal offices at 265 Main Street, Old Town, Maine 04468 (the "City") and CASELLA WASTE SYSTEMS, INC., a Delaware corporation having a place of business at 25 Greens Hill Road, Rutland, Vermont 05702 ("Casella").

WITNESSETH:

WHEREAS, the State, the City and Casella are parties to a Host Community Compensation and Facility Oversight Agreement, dated as of December 8, 2005, as amended by the First Amendment to Host Community and Facility Oversight Agreement dated as of September 17, 2009 and the Second Amendment (the "Second Amendment") to Host Community Compensation and Facility Oversight Agreement dated as of February 22, 2013 (the "Host Community Agreement"); and

WHEREAS, the State, the City and Casella wish to further amend the Host Community Agreement to address the receipt by Casella of a final permit for disposal at the Juniper Ridge Landfill of up to 81,800 tons of municipal solid waste per year for four (4) years (the "DEP Permit"); and

WHEREAS, the terms of the DEP Permit have resulted in the need to make this amendment to the Host Community Agreement;

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 the Host Community Agreement.
2. Section 3.1(b) of the Host Community Agreement currently provides for the payment of a Host Community Fee in the amount of \$2.50 per ton for new categories of waste permitted by the Maine Department of Environmental Protection ("MDEP"), as Acceptable Waste for disposal at the Landfill. For purposes of clarification and the avoidance of doubt, the parties agree that this includes specifically up to 81,800 tons of MSW generated in Maine that is licensed as Acceptable Waste by DEP, including but not limited to the MSW that would have been disposed of at Maine Energy but for a permanent cessation of operations at ~~Maine Energy~~.

3. The Parties have agreed that the \$2.50 per ton fee referred to in paragraph 2 above shall be adjusted annually. Section 3.1(b) of the Host Community Agreement is hereby amended by modifying the insertion set forth in paragraph 3 of the Second Amendment to read in its entirety as follows: "Casella agrees to an annual adjustment to the Host Community Fee to be paid for all categories of solid waste not approved by MDEP as of December 8, 2005 for acceptance at the Landfill that is subsequently licensed as Acceptable Waste, including for MSW generated in Maine, including but not limited to MSW that would have been disposed of at Maine Energy while it was operational but which has been approved for disposal at the Landfill due to a permanent cessation of operations at Maine Energy, and is in fact disposed of at the Landfill. The adjustment shall be calculated by multiplying 3.7% times 0.6, times the increase (assuming there is one) during the twelve (12) month period immediately preceding such adjustment in the annual average third party tipping fee (exclusive of transportation, intra-Casella company tip fees and any tipping fees on waste or material not subject to the Host Community Fee) paid at the Landfill. Casella agrees to maintain tipping fees on waste separate and distinct from transportation fees and to avoid offering third parties the opportunity to dispose of waste at lower tipping fees in exchange for higher transportation fees.

The first annual adjustment (assuming an increase or decrease is calculated) shall be made effective July 30, 2015. An annual adjustment (assuming an increase or decrease is calculated) shall be made on each subsequent anniversary thereof for the remaining Term of the Host Community Agreement. In no event shall the per ton fee for such waste fall below \$2.50 per ton."

4. In all other respects, the Host Community Agreement shall remain in full force and effect in accordance with its terms as amended previously.

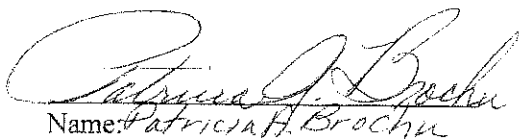
IN WITNESS WHEREOF, the undersigned have executed this Agreement on and as of the date first above written.

WITNESSETH:

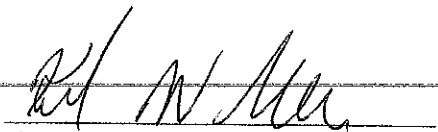
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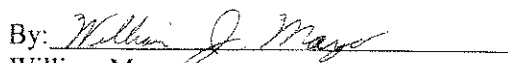
STATE OF MAINE

By:


Edward A. Dahl
Dir. Bureau of General Services

CITY OF OLD TOWN, MAINE

By:


William Mayo
Its City Manager

CASELLA WASTE SYSTEMS, INC.

By:


Its Vice President
Brian Oliver