

OPERATING SERVICES AGREEMENT

This OPERATING SERVICES AGREEMENT (this "Agreement") is made as of this 5th day of February, 2004, by and between CASELLA WASTE SYSTEMS, INC., a Delaware corporation with a place of business at 25 Greens Hill Lane, Rutland, Vermont 05702 ("Casella"), and the STATE OF MAINE, acting by and through its Executive Department, State Planning Office (the "State").

WITNESSETH:

WHEREAS, the State has contemporaneously with the execution and delivery hereof and payment of the amounts due hereunder acquired the solid waste landfill located in Old Town, Maine and more fully described below, previously owned by Fort James Operating Company, a Delaware corporation ("FJ"); and

WHEREAS, the State desires that Casella operate and develop the Landfill pursuant to the terms and conditions contained herein;

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, Casella and the State agree as follows:

SECTION 1 DEFINITIONS

Capitalized words and phrases used but not otherwise defined herein shall have the following meanings:

1.1 "Affiliates" shall mean any corporation or other business entity controlling, controlled by, or under common control with the subject corporation, business enterprise or person.

1.2 "Acceptable Waste" shall mean such material as may from time to time be legally

accepted at the Landfill in accordance with applicable MDEP permits and other applicable laws and regulations, excluding, however, all Excluded Waste.

1.3 “Biomass Ash” shall mean the ash resulting from the operation of the Biomass Generating Facility to the extent the same is disposable at the Landfill under the Existing Permit and meets the definition of “special waste” as defined under Maine Environmental Law.

1.4 “Biomass Generating Facility” shall mean the electric generating facility fueled principally with biomass fuel, to be installed at the Old Town Mill.

1.5 “Capacity Credit” is defined in Section 2.8(d).

1.6 “Cash Application” is defined in Section 2.8(d).

1.7 “CERCLA” means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9602 et seq.

1.8 “Closure” shall mean those acts and activities required by applicable law and regulations which result in a permanent cessation of use of a solid waste landfill or portion thereof, as those requirements and regulations may be amended or modified from time to time, and which result in a stabilized solid waste Landfill which is not in active use, excluding those acts and activities which are required for Post-Closure Care.

1.9 “Damages” shall mean liability, loss, costs and expenses of every nature and type and howsoever arising that a Person may incur (including, without limitation, costs of investigation and defense and reasonable attorneys’, paralegals and other professionals’ fees and expenses).

1.10 “Disposal Application” is defined in Section 2.8(d).

1.11 “Effective Date” shall mean the date hereof.

1.12 “Environmental Law” shall mean any federal, state or local law, statute, rule,

order, directive, judgment, Governmental Approval or regulation or the common law relating to the environment (including the ambient air, surface water, groundwater, land surface or subsurface strata), or exposure of persons or property to Materials of Environmental Concern, including any statute, regulation, administrative decision or order pertaining to: (i) the presence of or the treatment, storage, disposal, generation, transportation, handling, distribution, manufacture, processing, use, or recycling, of Materials of Environmental Concern or documentation related to the foregoing; (ii) air, water and noise pollution; (iii) groundwater and soil contamination; (iv) the release, threatened release, or accidental release into the environment, or other areas of Materials of Environmental Concern, including emissions, discharges, injections, spills, escapes or dumping of Materials of Environmental Concern; (v) transfer of interests in or control of real property; (vi) land use, subdivision and zoning; (vii) community or worker right-to-know disclosures with respect to Materials of Environmental Concern; (viii) the protection of wild life, aquatic and marine life and wetlands, and endangered and threatened species; and (ix) storage tanks, vessels, containers, abandoned or discarded barrels and other open or closed receptacles. As used above, the term “release” shall have the meaning set forth in CERCLA, and to the extent it is more extensive or comprehensive, as defined in Maine Environmental Law. Without limiting the foregoing, the term “Environmental Law” shall include the Maine Forest Practices Act, 12 M.R.S.A. §§8867-A et seq.

1.13 “Environmental Matters” shall mean any liability or obligation arising under Environmental Law, whether arising under theories of contract, tort, negligence, successor or enterprise liability, strict liability or other legal or equitable theory, including (i) any failure to comply with an applicable Environmental Law and (ii) any liability or obligation arising from the presence of, release or threatened release of, or exposure of persons or property to, Materials

of Environmental Concern at the Premises or associated with the Premises. As used above, the term “release” shall have the meaning set forth in CERCLA, and to the extent it is more extensive or comprehensive, as defined in Maine Environmental Law.

1.14 “Escrow Agent” means Lawyers Title Insurance Corporation, appointed as escrow agent to hold and administer the Improvement Fund under Section 2.2(b) of the Acquisition Agreement pursuant to a separate Escrow Agreement between FJ and the State.

1.15 “Existing Permit” means Maine Department of Environmental Protection Permit # S 020700 7A-A-N, issued July 28, 1993, as amended or revised.

1.16 “Expansion Permit” shall mean any and all federal, state, local and other governmental permits, permit modifications, operation plan modifications, other modifications, statutory amendments and legislation, licenses, approvals, authorizations or amendments necessary for the expansion of the Landfill beyond the licensed footprint as of the date hereof.

1.17 “Excluded Waste” shall mean (a) any Acceptable Waste or any other waste of any nature generated outside of the State of Maine, (b) any waste as of the date of Casella’s response to the RFP under contract for delivery to another disposal facility or processing facility unless agreed to in writing by such facility’s waste generator or responsible party, and (c) any other waste or material excluded from disposal in the Landfill by applicable laws or regulations, or excluded by any of the terms and conditions of any permits, licenses, authorizations or approvals obtained with respect to the construction or operation of the Landfill, provided that Excluded Waste shall not include any waste that would otherwise constitute Excluded Waste hereunder if such category of waste is accepted at another disposal facility in the State of Maine owned or operated by the State, subject in all instances to the prior receipt of any and all required licenses or permits for such category of waste. Notwithstanding the foregoing, the parties acknowledge

and agree that, subject to applicable laws and regulations and such certifications as the State may reasonably require, Casella may bring construction and demolition waste generated outside the State of Maine for processing within the State of Maine solely for purposes of allowing Casella to generate biomass fuel required in connection with the provision of biomass fuel to FJ or its successor or assigns under the C&D Fuel Agreement in the form attached hereto as Exhibit B. Casella agrees to use its best efforts to ensure that any such construction and demolition waste generated outside the State of Maine and processed in the State of Maine is free of putrescible waste. This term shall also include such other wastes and materials as Casella determines, in the reasonable exercise of its commercial judgment, pose a risk or danger to the operation or safety of the Landfill or to the human or natural environment or are otherwise reasonably unacceptable to Casella provided, however, that in no event may FJ Waste be excluded or otherwise deemed Excluded Waste unless such exclusion is required by applicable law, regulation, permit, license, authorization or approval.

1.18 Intentionally omitted.

1.19 Intentionally omitted.

1.20 "FJ Waste" is defined in Section 2.8(a).

1.21 "Force Majeure" shall mean any act, event or condition affecting the Landfill or to the extent that it materially and adversely affects the ability of either party to perform or comply with any obligation, duty or agreement required of the party under this Agreement, provided such act, event or condition is beyond the reasonable control of the party or its agents relying thereon and is not the result of the willful or negligent act or omission of the party relying thereon. Force Majeure includes, without limitation but by way of illustrating the actions, events and conditions constituting a Force Majeure hereunder: (a) an act of God, epidemic, landslide,

lightning, earthquake, fire, explosion, storm, flood or similar occurrence; (b) an act of the public enemy, war, blockage, insurrection, riot, general arrest or restraint of government and people, civil disturbance or disobedience, sabotage or similar occurrence; or (c) a strike, work slowdown, or similar industrial or labor action.

1.22 “Governmental Approval” means any and all approvals, licenses, permits, authorizations (or the transfer thereof) required by any Governmental Authority for the design, construction, improvement, alteration, ownership or operation of the Landfill and all related projects, improvements or land use or the transfer thereof.

1.23 “Governmental Authority” means any federal, state or local governmental subdivision, board, body or regulatory authority.

1.24 “Hazardous Waste” shall mean any pollutant, contaminant, chemical, industrial, toxic or other waste or material that constitutes hazardous waste or material as defined pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. §9601, et seq., or similar Maine laws, or the regulations adopted thereunder, or any successor laws regulating the same or similar substances, and Materials of Environmental Concern.

1.25 “Landfill” shall mean the solid waste landfill located in Old Town, Maine, that the State proposes to acquire from FJ pursuant to the Acquisition Agreement and all of the assets and properties acquired by the State from FJ in connection with said landfill, including any expansion of the solid waste landfill located at the Premises, whether such expansion is effected under the Existing Permit or under a new, amended or additional Governmental Approval, and any associated land, buildings, appurtenances, equipment and fixtures, the full benefit of all utility arrangements, licenses, approvals and permits to the extent transferable, including rights of assignment to the extent any such licenses and permits are assignable (but subject to any third

party consents, when required).

1.26 “Letter of Credit” means an irrevocable, unconditional, direct pay letter of credit in the form of Exhibit E attached to the Acquisition Agreement issued by a financial institution acceptable to FJ, in its discretion, (i) issued to FJ in the face amount of \$12,500,000 under Section 2.2(a)(ii) of the Acquisition Agreement, and (ii) issued to the Escrow Agent in the face amount of \$1,000,000 under Section 2.2(a)(iii) of the Acquisition Agreement.

1.27 “License Amendment” shall mean any and all federal, state, local and other governmental permits, permit modifications, operation plan modifications, other modifications, statutory amendments and legislation, licenses, approvals, authorizations or amendments necessary for the development of the Landfill within the currently permitted footprint for an additional 7 million cubic yards.

1.28 “License Application” shall mean the application for License Amendment submitted to the MDEP on October 30, 2003.

1.29 “Lincoln” shall mean Lincoln Pulp & Paper Co., Inc.

1.30 “Lincoln Agreement” means the Biomass Ash Disposal Agreement between FJ and Lincoln Pulp and Paper, Co., Inc. dated September 30, 2003.

1.31 “Lincoln’s Biomass Ash” means the ash resulting from the operation of the Lincoln biomass boiler located in Lincoln, Maine.

1.32 “Leachate” shall mean the liquid or semi-solid residue from waste deposited at the Landfill and either collected within a liner system to be installed at the Landfill, or otherwise collected for disposal.

1.33 “Materials of Environmental Concern” shall mean any: pollutants, contaminants or hazardous substances (as such terms are defined under CERCLA, the Maine Protection and

Improvement of Waters Act, 38 M.R.S.A. § 361-A, or the Maine Uncontrolled Hazardous Substances Sites Law, 38 M.R.S.A. § 1362.1), pesticides (as such term is defined under the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §§ 136 et seq.), solid wastes and hazardous wastes (as such terms are defined under the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq., and Maine's Hazardous Waste, Septage and Solid Waste Management Act, 38 M.R.S.A. §§ 1301 et seq.), chemicals, other hazardous, radioactive or toxic materials, oil, petroleum and petroleum products (and fractions thereof), asbestos and asbestos-containing materials, polychlorinated biphenyls ("PCBs") or PCB-containing materials, or any other material (or article containing such material) listed or subject to regulation under any law, statute, rule, regulation, order, Governmental Approval, or directive due to its potential, directly or indirectly, to harm the environment or the health of humans or other living beings.

1.34 "MDEP" shall mean the Maine Department of Environmental Protection, and any successor agency or department of the State of Maine.

1.35 "Mill Waste" shall mean waste from the Old Town Mill of a composition consistent with the waste FJ (or its successors or assigns) is permitted to dispose of at the Landfill under the Existing Permit, provided it meets the definition of "special waste" as currently defined by Maine Environmental Law.

1.36 "Old Town Mill" shall mean the pulp and paper mill owned and operated by FJ located in Old Town, Maine, and all related facilities and improvements.

1.37 "Post-Closure Care" shall include those acts and activities which are required under applicable laws, regulations and permits for post-closure care of a solid waste landfill or portion thereof, including monitoring, reporting and maintenance for the time set forth in the relevant laws, regulations and permits.

1.38 “Premises” means the real estate, together with all buildings and improvements thereon, situated in Alton and Old Town, Maine and more particularly described in Exhibit A attached hereto and incorporated herein by reference, including the Landfill.

1.39 “Prime Rate” means the fluctuating interest rate per annum equal to the rate of interest published in The Wall Street Journal as the Prime Rate or the base rate on corporate loans posted by at least 75% of the nation’s thirty (30) largest banks, as it may vary. In the event The Wall Street Journal ceases to publish the Prime Rate, the parties shall select a comparable substitute interest rate index.

1.40 “RFP” means the ‘Request For Proposals: Contract for Landfill Operations’, as issued on June 13, 2003, by the Maine State Planning Office, Waste Management & Recycling Program.

1.41 “Special Waste” shall mean any discarded waste and solid material, other than those which are typically found in household, commercial or municipal refuse, including, without limitation, materials such as industrial waste (but not including Mill Waste or Biomass Ash), institutional waste, animal manure, petroleum contaminated soil of a nonhazardous nature, ash, residue from incineration, waste treatment plant sludge, food processing wastes, dredging wastes, asbestos, or waste which requires special or exceptional handling or approval from MDEP, but only to the extent the foregoing is permitted for disposal in the Landfill under applicable MDEP permits, and shall not include any Excluded Waste, any solid waste generated by sources other than household and typical commercial establishments that exists in such an unusual quantity or in such a chemical or physical state, or any combination thereof, that may disrupt or impair effective waste management or threaten the public health, human safety or the environment and requires special handling, transportation and disposal procedures. Special

Waste includes, but is not limited to: (a) ash; (b) industrial and industrial process waste; (c) sludge and dewatered septage; (d) debris from nonhazardous chemical spills and cleanup of those spills; (e) contaminated soils and dredge materials; (f) asbestos and asbestos-containing waste; (g) sand blast grit and non-liquid paint waste; (h) high and low pH waste; (i) spent filter media residue; and (j) shredder residue.

1.42 “Shut-Down Period” is defined in Section 2.8(d).

1.43 “SPO” means the State Planning Office, an Executive Department of the State.

1.44 “State/FJ Agreement” or the “Acquisition Agreement” means the Agreement Regarding Solid Waste Disposal Facility Acquisition and Operation between the State and FJ pursuant to which the State has acquired the Landfill.

1.45 “Term” shall mean that period of time commencing on the Effective Date and ending on the earlier to occur of (i) thirty (30) years after the Effective Date, or (ii) the date this Agreement is terminated by one or more of the parties as provided for herein.

1.46 “Tipping Fees” shall mean the aggregate of all fees, charges, levies and assessments charged by Casella for the disposal of waste at the Landfill, including any contractors, subcontractors or other service providers employed by Casella, excluding any transportation costs associated with delivery of waste to the Landfill.

SECTION 2 LANDFILL OPERATION AND MANAGEMENT

2.1 Operation, Management and Exclusive Use—General. The State grants to Casella during the Term and subject to the terms and conditions hereof and all applicable laws, regulations and permits, the exclusive right, license and privilege to occupy, operate, maintain, repair, design, redesign, construct and utilize the Landfill, including, without limitation, the right to take possession of, occupy and have the exclusive use of the Landfill, subject to the terms and conditions of this Agreement. Without limiting the generality of the foregoing and subject in all

instances to the terms and conditions hereof, these rights include the following:

2.1.1 The right to take possession of and use all of the Landfill. Casella shall prominently post the hours of operation and other limitations and conditions of access at the entrance to the Landfill. Casella shall have the right to post additional signage at the Landfill indicating its operation of the Landfill and any other information it deems necessary or desirable, subject in all instances to applicable laws and regulations.

2.1.2 The exclusive right to operate and dispose of Acceptable Waste at the Landfill and, subject to the terms hereof, to create and implement rules and policies pertaining to disposal at, and operation of, the Landfill, provided that in no event shall such rules and policies cause a default by the State of its obligations under the State/FJ Agreement or otherwise violate or restrict Casella's obligations under Section 2.8.

2.1.3 To the extent permitted by applicable law, the right to use the permits, licenses, approvals and authorizations issued in the State's name and the right, with the consent of the State (which consent will not be unreasonably withheld), to seek any modifications, transfers or renewals of the same, consistent with this Agreement.

2.1.4 The right to take and use any landfill gas generated at the Landfill, all in accordance with applicable laws and regulations.

2.2 Construction.

(a) Subject to the terms of all applicable laws, regulations and permits, Casella shall have the right to design, locate, permit, construct and remove at the Landfill such buildings and fixed resources as it deems necessary for the operation of the Landfill, including, without limitation, garages, office

buildings, recycling facilities and other structures, fixtures, appurtenances, and improvements, provided that Casella's actions shall in no event impair or limit Casella's obligation to satisfy the capacity commitment to FJ under Section 2.8. The use of the Landfill shall be restricted to development and operation of a solid waste landfill, or other facilities providing for the disposal or recycling of solid waste or other management of solid waste or, with the prior written consent of the State which may be granted or withheld in the State's sole discretion, other uses that do not prohibit or impair the operation of a solid waste landfill of sufficient size, nature, scope and limitation as is required to satisfy Casella's capacity commitment to FJ under Section 2.8 during the term hereof. Casella shall be prohibited from constructing any facility or improvement at the Landfill that would prohibit or impair the construction and operation of a solid waste landfill of sufficient size, nature, scope and location as is required to satisfy Casella's capacity commitment to FJ under Section 2.8. Any capital improvements to or at the Landfill shall be and remain the property of the State upon termination of this Agreement without any compensation to Casella.

- (b) Subject to the issuance of all necessary State and local licenses permits and approvals, Casella shall construct a new sewer line to convey leachate to the Old Town Waste Water Treatment Plant on or before five years from the Effective Date.

2.3 Operation.

2.3.1 Casella shall have full control, both physical and managerial, of the

Landfill, subject in all instances to the terms and conditions of this Agreement.

2.3.2 Subject in all instances to the terms and conditions hereof and all applicable laws, regulations, licenses and permits, Casella shall be responsible for, and shall have sole authority over, the day-to-day operation of the Landfill, including weighing of waste pursuant to Section 2.4, testing of waste, preparation of waste for disposal, Landfill construction as provided in Section 2.2, establishment of Tipping Fees pursuant to Section 2.11, acceptance and disposal of Acceptable Waste, preparation and application of daily interim and final cover, construction of temporary roads and other temporary access, and installation and monitoring of groundwater wells. Notwithstanding the foregoing or anything to the contrary herein, Casella agrees to operate the Landfill gate and scale house in such manner, and on such terms so as to provide no price or entry discrimination or benefit (consistent with Section 2.11) in favor of its affiliated haulers or otherwise as to disadvantage haulers that are not Affiliates or who do not have business relations with Casella or its Affiliates.

2.3.3 Subject in all instances to the terms and provisions hereof and all applicable laws, regulations, licenses and permits, Casella shall be responsible for providing at its own cost and expense and shall have sole authority regarding:

- (a) all engineering and other services necessary for the design, permitting, construction and operation of the Landfill (with the exception of those construction services for those portions of the Landfill which have already been constructed); and
- (b) the employment of all personnel needed to operate the Landfill; and
- (c) all services incidental to the business of the Landfill, including security,

accounting, legal, fire prevention and pollution control.

2.3.4 Without limiting the foregoing, Casella shall have the right to detain and inspect the contents of all vehicles delivering waste to the Landfill. Casella shall have the right to refuse or reject any Excluded Waste in its sole discretion or, if not detected prior to entering the Landfill, and Casella becomes aware that Excluded Waste has been disposed of at the Landfill, Casella shall immediately notify MDEP and manage the treatment of such Excluded Waste as MDEP may require. In addition, Casella may proceed against the hauler and/or generator for removal and proper disposal costs and other costs incurred by Casella. Subject in all instances to its obligations under Section 2.8 and Subsection 2.3.2, Casella shall have the right to ban haulers from disposing at the Landfill until such time as the expenses for reimbursement for the removal of any such Excluded Waste are paid to Casella. Subject in all instances to its obligations under Section 2.8 and Subsection 2.3.2, Casella shall have the right to ban any and all haulers which violate any of the rules and policies it establishes for the Landfill. Casella shall not allow members of the general public access to the Landfill for the discharge of solid waste.

2.3.5 Casella shall have the right to operate the Landfill during hours of its selection in accordance with any relevant permits, approvals, licenses, orders or agreements, and shall not discriminate against haulers who do not have business relations with Casella or its Affiliates.

2.3.6 Casella shall not accept any Excluded Waste at the Landfill.

2.4 Weighing. In connection with Casella's operation of the Landfill hereunder, Casella shall weigh all vehicles containing waste to be delivered to the Landfill pursuant to this

Agreement. Casella shall utilize scales approved by the State to weigh all waste delivered to the Landfill. The State or its authorized representative shall have the right at the State's expense to test the accuracy of scales used by Casella in the performance of its obligations hereunder, provided that such tests are conducted at reasonable times and do not unreasonably interfere with Casella's operation of the scales or the Landfill.

2.5 Revenues. Subject in all instances to payment of all governmental taxes, fees and charges and without limiting its payment obligations hereunder, all revenue, income and other financial benefits generated by, at, or related to operation of, the Landfill during the Term, shall be collected by Casella and shall be the property of Casella.

2.6 Inspection. The State shall have the right to inspect the Landfill during reasonable business hours to confirm compliance with the provisions of this Agreement, that policies are in place to provide that only Acceptable Waste will be received at the Landfill, and that the Landfill is being operated in conformity with state and federal environmental laws and regulations and other applicable laws.

2.7 Maintenance Responsibilities. Casella shall be responsible for, and shall have the sole authority regarding, all necessary maintenance of the Landfill.

2.8 FJ Waste Disposal Capacity. Casella agrees to provide FJ with the following waste disposal capacity at the Landfill during the Term:

- (a) Casella will provide disposal capacity at the Landfill to FJ for all Mill Waste and all Biomass Ash (excluding for purposes of clarification and the avoidance of doubt, Lincoln's Biomass Ash) (collectively "FJ Waste"). Casella further hereby assumes FJ's and/or the State's responsibilities to provide for the disposal of Lincoln's Biomass Ash at the Facility under and in

accordance with the terms and provisions of the Lincoln Agreement.

(b) The Tipping Fees charged to FJ for disposal of FJ Waste will be fixed at the following levels:

(i) For the first 50,000 tons per year of FJ Waste, Tipping Fees will be fixed at a maximum of \$10 per ton for the first five (5) years of the Term. On the sixth anniversary of this Agreement, and thereafter on each anniversary of this Agreement throughout the Term, Tipping Fees shall be adjusted upward or downward annually by a percentage equal to the percentage change in the Consumer Price Index (U.S.-national) ("CPI") from the date of the immediately preceding anniversary of this Agreement through the then current anniversary of this Agreement. In no event shall the CPI adjustment be less than one percent (1%) per year or in excess of five percent (5%) per year.

(ii) For FJ Waste in excess of 50,000 tons per year, but less than 75,000 tons per year, Tipping Fees shall be fixed at a maximum of \$40.00 per ton for the first 5 years of the Term. On the sixth anniversary of this Agreement, and thereafter on each anniversary of the Agreement throughout the Term, the Tipping Fees shall be adjusted upward or downward annually by a percentage equal to the percentage change in the CPI from the immediately preceding anniversary of this Agreement through the then current anniversary of this Agreement. In no event shall the CPI adjustment be less than one percent (1%) per year or in excess of five percent (5%) per year.

- (iii) Tipping Fees for FJ Waste in excess of 75,000 tons per year will be assessed at the then prevailing market rate.

For purposes of this Section 2.8, reference to a year means the period of twelve (12) months extending from the Effective Date to the first anniversary thereof, or from one anniversary of the Effective Date of this Agreement to another, as applicable.

- (c) Casella shall provide for the disposal of up to six thousand (6,000) tons per year of Lincoln's Biomass Ash at the Landfill for four (4) years from the Effective Date at no cost, and thereafter shall provide for the disposal at the Landfill of Lincoln's Biomass Ash at the same pricing and on the same terms as for FJ Waste.

- (d) Casella shall provide FJ with a "Capacity Credit" for unused disposal capacity during the Term in the event FJ Waste disposed of at the Landfill is less than 50,000 tons in any year during which the Mill has operated its commercial pulping facility. The Capacity Credit will be at the rate of one (1) ton of future disposal at the Tipping Fee in effect for the first 50,000 tons of FJ Waste for the year in which the Capacity Credit is utilized by FJ. This Capacity Credit will be provided to FJ by allowing FJ to choose, at its option, one of the following alternatives:

- (i) During any year when FJ disposes of more than 50,000 tons of FJ Waste, apply any Capacity Credit accumulated during the preceding three (3) years to FJ Waste in excess of the first 50,000 tons disposed of that year ("Disposal Application"); or
- (ii) Payment in cash by Casella to FJ of an amount equal to the

monetary value of the Capacity Credit accumulated over the previous three (3) years and not applied to actual disposal under subsection (i) above. In determining the monetary value of the Capacity Credit, each ton of Capacity Credit shall be valued at the Tipping Fee per ton applicable during the year in which the Capacity Credit is cashed out (the "Cash Application"). Cash Application amounts shall be paid to FJ in cash within thirty (30) days following the date of exercise of the Cash Application option.

FJ may exercise its option to apply Capacity Credits through Disposal Application at any time during a year when the volume of FJ Waste disposal exceeds 50,000 tons. FJ may exercise its option to apply Capacity Credits through Cash Application at any time following the end of the year in which the Capacity Credit has been generated. FJ shall exercise its option by written notice to Casella with a copy to the State. In the event FJ has not provided written notice of its choice of option by the end of the third year following the year in which a Capacity Credit is earned, then FJ shall be deemed to have exercised its option to receive the Capacity Credit through Cash Application as of the last day of such year.

For purposes of calculation of the Capacity Credit, the 50,000 ton per year threshold shall be adjusted downward to account for any period in which the Old Town Mill is not operated for a period of fifty-three (53) or more days during any calendar year (a "Shut-Down Period"). The adjustment shall be a reduction in the 50,000 ton threshold by a per diem of 135 tons per day for each day the Old Town Mill is not operated in excess of the initial fifty-three (53) days in a calendar year.

(e) Notwithstanding anything to the contrary herein, if, despite the best efforts of

Casella in preparing, amending, submitting, resubmitting and prosecuting the same, the Expansion Permit does not issue as a direct result of a material change in law, made after the date hereof, that is generally applicable to landfills in the State of Maine and that by its terms prohibits the expansion and/or permitting of landfills for a period of more than two consecutive years, and if as a result thereof disposal capacity at the Landfill is thereby limited to the 10,000,000 cubic yards available under the Existing Permit and, when issued, the License Amendment (a "Capacity Limiting Event"), then (i) Casella's obligation to provide disposal capacity for FJ Waste under subsections (a), (b) and (d) above shall be limited to a period of fifteen (15) years unless and until such law is repealed (in which case, if Casella or any of its Affiliates is still the operator at the Landfill, its disposal capacity obligation shall be reinstated for the balance of this Agreement) ("Reduced Capacity Commitment"); and (ii) FJ shall, subject to the provisions of this Subsection 2.8(e), forfeit its disposal capacity (including any claim for Capacity Credits and Cash Application) in excess of the Reduced Capacity Commitment (that is, disposal capacity otherwise available to FJ hereunder on and after the fifteenth (15th) anniversary hereof) to the extent necessary to allow Casella to operate the Landfill at a level of five hundred thousand (500,000) tons of waste disposal per year through the twentieth (20th) anniversary of the Effective Date hereof.

Casella agrees that regardless of the occurrence of a Capacity Limiting Event,

it shall be obligated to accept the FJ Waste at the Landfill, at the price and on the terms specified herein, for a period of at least fifteen (15) years and thereafter until the disposal capacity at the Landfill is exhausted. Upon exhaustion of the disposal capacity at the Landfill as aforesaid, Casella will make available to FJ disposal capacity for FJ Waste for a price and on the terms specified above at any other landfill in the State of Maine owned and/or operated by Casella or any Affiliate that is licensed to accept FJ Waste for up to an additional fifteen (15) years (for a total commitment of thirty (30) years) or such earlier time as disposal capacity at such landfill(s) is exhausted; provided, however, that FJ shall pay any and all costs of transporting FJ Waste to such site.

In the event of a Capacity Limiting Event and if Casella or any Affiliate is not able to satisfy the thirty (30) year commitment to FJ (or its successors or assigns) as aforesaid at the Landfill or any alternative landfills in the State of Maine, the State will make available to FJ disposal capacity for FJ Waste for the price and on the terms specified above at any other landfill in the State of Maine owned and/or operated by the State that is licensed to accept FJ Waste until the first to occur of the thirtieth (30th) anniversary of the date hereof or when disposal capacity at such landfill(s) for FJ Waste has been exhausted; provided, however, that FJ shall pay any and all costs of transporting FJ Waste to such site.

The parties and FJ intend the provisions of this subsection (e) to be ~~construed~~

narrowly and to apply only to the specific and generally applicable laws enacted after the Effective Date that by their terms prohibit the expansion of landfills and thereby the issuance of the Expansion Permit and leave Casella only with the disposal capacity at the Landfill provided under the Existing Permit and License Amendment . For purposes of clarification and illustration, a moratorium prohibiting the licensing of an expansion of landfills in the State of Maine for in excess of two (2) years represents the type of change in law triggering the application of this subsection (e), while a change in law that modifies operating requirements for landfills, the qualifications or requirements for operators, the expense of operating landfills or other requirements associated with the operation, management or permitting of landfills would not excuse performance of Casella's obligations under this Agreement.

- (f) Casella's commitment to provide disposal capacity described in this Section 2.8 shall apply to FJ, its successors and assigns, including without limiting the generality of the foregoing any subsequent owner, lessor or operator of the Old Town Mill.
- (g) The foregoing Tipping Fees are exclusive of any fees, charges, levies or assessments ("Waste Disposal Fees") which may be imposed by the State after the date hereof for the disposal of waste at landfills. The parties acknowledge that Section 5.2 of the Acquisition Agreement exempts FJ from Waste Disposal Fees. However, in the event FJ Waste is subjected to Waste Disposal Fees notwithstanding the Section 5.2 exemption, (i) Casella shall not

be obligated to pay any such Waste Disposal Fees, and (ii) FJ shall have exclusive liability for such Waste Disposal Fees.

2.9 Other Tipping Fees on FJ Waste. Other than as specifically provided in Section 2.8 hereof, Casella will not charge or assess any Tipping Fees on FJ Waste, or Lincoln's Biomass Ash, whether related to disposal in existing built Landfill space or space constructed in the future.

2.10 Maintenance of Capacity for FJ Waste. Casella agrees throughout the Term that it will maintain fully permitted/licensed, fully constructed, unused capacity at the Landfill in the amount sufficient to satisfy the obligation of the State to FJ regarding disposal capacity under the Acquisition Agreement and Casella's obligations to FJ and with respect to Lincoln Biomass Ash under Section 2.8 hereof, including without limitation at all times after October 1, 2004 (which date shall be extended to the final resolution of any appeals with respect to the License Amendment), one million five hundred thousand (1,500,000) tons of fully constructed available capacity at the Landfill dedicated to and reserved for FJ Waste minus fifty thousand (50,000) tons on each anniversary of the Effective Date. This capacity shall be reserved by Casella solely to satisfy its obligations under Section 2.8 with respect to FJ Waste and Lincoln Biomass Ash and the corresponding obligation of the State to FJ under the Acquisition Agreement. Upon request from the State, executive officers of Casella shall periodically certify to the State Casella's compliance with this subsection and the State may inspect the Landfill to confirm the same. Casella's agreement to satisfy the State's obligation to FJ as per Subsection 2.8 and the Acquisition Agreement represent a material condition of the State's agreement to enter into this Agreement.

2.11 Tipping Fees on Non-FJ Waste.

(a) Casella shall charge Tipping Fees for disposal of waste that is not FJ Waste or Lincoln's Biomass Ash according to the following schedule:

- Certain Special Wastes, including without limitation bottom ash / fly from municipal solid waste incinerators and sandblast grit. \$48.00 / Ton
- Oversized, bulky waste from municipal solid waste incinerators, that are unacceptable at municipal solid waste incinerators. \$58.00 / Ton
- Front-end residue from municipal solid waste incinerators. \$48.00 / Ton
- Municipal solid waste, including municipal solid waste designated as "by pass" on an infrequent basis. \$58.00 / Ton
- Construction and demolition debris, free of putrescible waste. \$58.00 / Ton

Subject in all instances to Casella's obligations under Section 2.3.2 hereof, the foregoing Tipping Fees are "not to exceed" fees (it being understood that Casella may, in its sole discretion charge lower fees), are exclusive of any Tipping Fees which may be imposed by the State under laws enacted or regulations promulgated after the Effective Date, and shall be subject to annual adjustment in accordance with changes in the CPI and changes in law which materially affect the cost of landfill design, construction, operations or closure. The fee schedule above is inclusive

of all charges, including the Host Community Benefit Package costs referred to in Casella's response to the RFP.

(b) The State reserves the right to direct solid waste to the Landfill, as may be required by changes in State law or in MDEP rules and regulations. The Tipping Fees established by Casella for the waste stream most closely matching these directed wastes shall apply. Prior to redirection of these wastes, the State shall notify Casella as to the reason for the redirection and an estimate of the expected volume/tonnage of wastes. In no event shall the State's exercise of its rights under this subsection restrict or impair the capacity reserved for FJ under Section 2.8.

2.12 Costs. Casella shall bear all costs, expenses, and liabilities associated with the operation and maintenance of the Landfill and the fulfillment of Casella's other responsibilities hereunder during the term of this Agreement including, without limitation, any liabilities for claims of employees performing activities under this Agreement that arise out of any provision of the workers' compensation law or otherwise.

2.13 Waste Management Hierarchy. Casella agrees to use its best efforts to achieve the following goals:

- (a) to operate the Landfill following the State's solid waste management hierarchy (reduce, reuse, recycle, compost, incinerate, landfill);
- (b) to implement the Public/Private Partnership agreement with the Municipal Review Committee (MRC);
- (c) to draw upon Casella's FCR Division to analyze and develop the best collection, processing and marketing options for all MRC member

communities;

- (d) to implement Green Mountain Glass's technology for recovery and recycling of all color glass containers;
- (e) to work with the MRC to analyze and help develop organics recycling programs that enhance or expand current practices of MRC communities;
- (f) to work with the MRC members in developing program to collect, store and process (where applicable) Universal Wastes and mercury containing products;
- (g) to work with MRC members in developing programs to identify, collect and properly dispose of household hazardous wastes;
- (h) to work with the MRC and appropriate research facilities to assess the viability of using Maine developed ablation technology as a source of air emission control for biomass boilers combusting up to 50% clean C&D wood as a fuel source, such as being proposed by GP;
- (i) to expand C&D processing capability of Casella and its Affiliates to achieve an increase in C&D waste volume requiring disposal with a focus on recovering the clean C&D wood waste that would assist in meeting the biomass fuel commitment to FJ. Other recyclable materials would be separated and utilized in other applications, including aggregate and metals.

2.14 Real and Personal Property Taxes. Casella shall be responsible for the payment of all real and personal property taxes with respect to the Landfill during the Term.

SECTION 3 CONTRACTS WITH THIRD PARTIES

3.1

- (a) During the Term hereof, but after the issuance of the License Amendment,

Casella shall, subject to the terms and conditions hereof, have the exclusive right and authority to negotiate and enter into various contracts regarding the Landfill. These contracts may include, among others, (i) long-term contracts for the disposal of waste at the Landfill, (ii) a long-term contract for the disposal of Leachate generated at the Landfill, (iii) long-term contracts for the disposal of local municipal solid waste at the Landfill, and (iv) long-term host community agreement with the City of Old Town, all on terms and conditions reasonably acceptable to Casella. Casella shall provide the State with notice of and adequate time to review and comment on such contracts and agreements prior to their execution. These contracts will not bind State without the State's prior written consent, and shall be expressly subject to the Unwind Provisions described in Section 5.3 (a).

(b) Casella agrees to assume the leachate trucking agreement between FJ and Thornton's Construction and the Landfill operations agreement between FJ and J.A. Buchanan, or, if such contracts cannot be assumed without the consent of the other contract party, to use its best efforts to secure such consents. If Casella is unable to secure such consents, Casella shall use its best efforts to negotiate the termination of such agreements with no impact on FJ or the State. Casella shall further be solely responsible for any liabilities associated with assignment or termination of such contracts, including any contract buyout obligations or termination fees or damages arising from the termination or breach thereof, and hereby indemnifies and holds the State and FJ harmless for any liabilities arising from or relating to the assumption or

termination of such contracts.

SECTION 4 PERMITTING MODIFICATIONS AND COOPERATION

4.1 Cooperation. The State agrees (a) to cooperate reasonably with Casella in obtaining and, where applicable, in maintaining in the State's name (i) the Existing Permit and License Amendment, and (ii) all permits, licenses, statutory amendments and legislation, approvals and authorizations reasonably requested by Casella and agreed to by the State for the operation of the Landfill in accordance with the terms hereof, including without limitation the Expansion Permit, but at no cost or expense to the State and (b) to provide reasonable assistance to Casella but at no cost to the State, in dealing with all federal, state and local agencies to obtain the issuance, modification, transfer or amendment of all permits reasonably requested by Casella and agreed to by the State. The parties shall diligently pursue in good faith the acquisition of all such permits, licenses, approvals and authorizations, and any modifications or amendments thereto, for the Landfill as contemplated by and subject to the terms of this Agreement. The parties, however, recognize that the MDEP is an independent permitting authority before which the State must appear as any other person. Therefore, the parties acknowledge that any commitment of the State to cooperate with and seek a governmental approval is not a guaranty of issuance of such approval or the terms of such approval.

4.2 Permit Responsibility.

(a) Casella shall use its best and most diligent efforts to maintain in full force and effect the Existing Permit and, when issued, License Amendment. Casella shall not take any action or suffer any omission that causes, or provides a basis for, the revocation, suspension or restriction of the Existing Permit and, when issued, License Amendment, or limit or restrict Casella's or the State's ability to operate the Landfill.

(b) Casella shall use its best and most diligent efforts to, at its own cost and expense, apply for, seek and maintain in full force and effect (i) the License Amendment, (ii) the Expansion Permit, and (iii) such other federal, state and local permits, licenses and authorizations as otherwise required in connection with Casella's obligations under this Agreement, including, without limitation, any required zoning, subdivision and site plan approval. Without limiting the generality of the foregoing, Casella shall prepare on or before the third anniversary of the Effective Date an application for the Expansion Permit and shall conduct geologic and engineering studies and bear the cost of any consulting services related to all such permit/license and approval efforts. Subject to the foregoing, Casella shall determine the timing of the submission and the content of any such applications to the appropriate regulatory entities. Casella currently contemplates an application for the Expansion Permit for ten million (10,000,000) cubic yards of additional capacity, but, following exhaustion of all appeals of any approval of the Expansion Permit authorizing a lesser disposal capacity, Casella hereby agrees to accept any such approval so issued in connection with any application for the Expansion Permit, provided that, taken together, the initial application so submitted by Casella for the Expansion Permit shall provide that the Existing Permit, the License Amendment and the Expansion Permit will collectively provide sufficient capacity to dispose of at least 500,000 tons of waste per year over twenty (20) years of operation. If issued, Casella shall not take any action or suffer any omission that causes, or provides a basis for the revocation, suspension or

restriction of the Expansion Permit, or limit or restrict Casella's or the State's ability to operate the Landfill.

SECTION 5 PAYMENT AND BONDS; UNWIND PROVISIONS

5.1 Payments to the State. Contemporaneously with the execution of this Agreement, Casella shall pay to the State, and the State directs Casella to pay FJ, a total of Twenty-six Million Dollars (\$26,000,000) as follows: (a) \$12,500,000 in cash or by certified or bank cashier's check or by wire transfer to an account designated by the State; (b) \$12,500,000 by issuance of a Letter of Credit in such amount; and (c) \$1,000,000 by issuance of a Letter of Credit in such amount to the Escrow Agent for deposit into the Improvement Fund (as defined in the Acquisition Agreement). The aforesaid Letters of Credit may be fully drawn by FJ and the Escrow Agent, as applicable, in the event that, within five (5) business days following the receipt of the License Amendment that is materially consistent with the License Application, Casella fails to pay the amounts of the Letters of Credit to FJ and the Escrow Agent, respectively, in cash or by certified or bank cashier's check or by wire transfer. In the event that Casella pays the amounts of the Letters of Credit to the respective beneficiaries as aforesaid, the State shall cause the Letters of Credit to be immediately revoked and returned to Casella. There shall be no requirement that any appeal period expire or that any appeal of the issuance of the License Amendment be resolved prior to drawing under the Letters of Credit.

5.2 Bonds.

- (a) Casella's obligation to perform its obligations hereunder shall be secured by a Four Million Dollar (\$4,000,000) payment and performance bond in the form attached hereto as Exhibit C, which shall be delivered within five (5) business days from the date hereof.

(b) On the Effective Date Casella shall post, and thereafter shall maintain, closing and post-closing bonds in substitution for those provided by FJ in such amounts and on such terms as MDEP and federal law may require. Copies of the proposed closing and post-closing bonds shall be provided to the State within ten (10) business days of the Effective Date.

5.3 (a) Unwind Provisions. In the event that the License Amendment is (i) not received by June 30, 2004, or (ii) received by June 30, 2004 but is materially inconsistent with the License Application, or (iii) received by June 30, 2004 but successfully challenged on appeal such that a final judgment or court order either invalidates the License Amendment or results in the License Amendment being materially inconsistent with the License Application, Casella shall have the right to terminate this Agreement and rescind the transaction, at a simultaneous closing complying with the terms of Section 2.10 of the Acquisition Agreement. The closing shall occur within thirty (30) days of the exercise by Casella of its right to terminate and rescind hereunder, or such later date when the parties obtain MDEP authority to transfer the Existing Permit. At the closing, FJ shall promptly refund the \$12,500,000 paid by Casella pursuant to Section 5.1, and FJ shall return or cause to be returned the cash or the Letters of Credit (as the case may be) described in Section 5.1. Appropriate provision shall be made for the closure and post-closure bonds identified in Section 5.2(b) in accordance with applicable law, and Casella shall undertake any remedial action as a result of its activities hereunder required by applicable regulatory authorities. Casella agrees to cooperate with the State and FJ in connection with the reconveyance of the Landfill described in Section 2.10 of the Acquisition Agreement, including filing necessary applications for transfer of all federal, state and local permits and approvals for operation of the Landfill as a generator-owned landfill (provided that FJ shall have the option to

assume the License Amendment, if any, and to the extent allowable under applicable law and so long as Casella and the State are released from any liability for post-assignment activities), and undertaking all other actions required to unwind the transaction described in the Acquisition Agreement and place the parties as nearly as reasonably possible in the same positions they were in prior to said transaction, with the exception that each party shall be responsible for its own out-of-pocket costs associated with said transaction and effecting the foregoing unwind provisions. Casella's right to terminate this Agreement and rescind the transaction hereunder must be exercised within thirty (30) days after the last to occur of the three events described in the first sentence of this Section 5.3(a). Any dispute regarding rights or obligations under this Section 5.3 shall be resolved by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, provided that the arbitrators shall be directed to make an arbitration award within ninety (90) days, and that Casella shall continue to operate the Landfill pursuant to the terms hereof until the issuance of a final arbitration award.

(b) The State shall have no liability or obligation to Casella with respect to the repayment of the cash or return of the Letters of Credit as described in Section 5.3(a), and Casella agrees to look solely to FJ for the repayment of such cash and return of the Letters of Credit and hereby waives and releases the State of any liability arising thereunder or relating thereto, howsoever arising.

SECTION 6 EQUIPMENT

Casella shall be responsible for all operating, repair and maintenance costs associated with any equipment used in the operation of the Landfill, and shall maintain and replace such equipment as it deems necessary.

SECTION 7 COMPLIANCE WITH LAW

Except as otherwise provided in this Agreement, and subject to Section 8 hereof, Casella shall be responsible for all costs and expenses related to Landfill regulatory compliance. Notwithstanding the foregoing, Casella shall have the right, at its own cost and expense, to contest or review by legal or administrative proceedings the validity or legality of any law, order, ordinance, rule, regulation, direction or certificate of occupancy, and, to the extent permitted by law, during such contest Casella may refrain from complying therewith, subject, however, to the terms and conditions hereof.

SECTION 8 INDEMNIFICATION

8.1 Indemnification.

(a) Casella will indemnify, defend, and hold the State and FJ, their respective Affiliates and their respective officers, directors, employees, agents and Affiliates harmless from and against any and all Damages that arise from or related to any past, current or future design, construction, improvement, ownership or operation of the Landfill or any other activities associated therewith, or any breach of Casella's obligations under this Agreement, including without limiting the generality of the foregoing, any and all Damages resulting from:

(i) groundwater or surface water contamination caused by the Landfill, whether or not such liability results from operation of the

Landfill by FJ or any third parties;

(ii) on-Premises or off-Premises contamination;

(iii) violation of any Environmental Law at or in connection with the Landfill or Premises;

(iv) any fine, penalty, judgment, award, or settlement of any legal or administrative proceeding relating in any way to Environmental Matters relating to the Landfill or the Premises;

(v) any compliance, corrective or remedial measure required under any Environmental Law or other requirement including any clean-up, removal, containment or other remediation or response actions associated with the Landfill or the Premises; and

(vi) any and all Environmental Matters.

8.2 Limitations. Anything in this Section 8 to the contrary notwithstanding, in the event that this Agreement is terminated pursuant to Section 15 below, Casella's indemnity obligations hereunder shall survive termination hereof and the unwind of the transaction described in Section 5.3 (a) but shall be limited to Environmental Matters and other Damages arising from or relating to breaches, conditions, events, transactions or occurrences which occurred at any time prior to the termination of this Agreement or the unwind of the transaction but regardless of when the same shall be discovered or become manifest. Furthermore, Casella's indemnity obligations hereunder shall not extend to Damages arising from breaches of FJ's representations and warranties under Article 3 of the Acquisition Agreement.

SECTION 9 SUBCONTRACTING

In the performance of its obligations hereunder, Casella shall have the unrestricted right to subcontract those services that it deems appropriate in its sole discretion, including, without

limitation, construction, engineering, design, permitting, operation, maintenance, management and administration; provided, that Casella shall remain fully responsible for the performance of any and all obligations subcontracted hereunder.

SECTION 10 RECORDS, AUDITS AND CONFIDENTIALITY

10.1 Annual Report; Inspection Rights. In addition to other reports that Casella may be required to maintain under applicable law, Casella shall prepare and provide to the State an annual report summarizing in reasonable detail the business and technical operation of the Landfill during the preceding calendar year or portion thereof and such other records and information as the State may reasonably require, including certifications regarding the as built and available disposal capacity reserved for FJ (or its successor or assign). Casella shall maintain accurate records, books and data with respect to the amount of all Acceptable Waste disposed of at the Landfill during any period that Casella is the operator of the Landfill. The State shall have the right at reasonable times and upon not less than three (3) business days prior notice to inspect and examine Casella's books and records related to the operation of the Landfill to confirm Casella's compliance with this Agreement and applicable permits and environmental laws and regulations. The State shall further have the right to visit and enter upon the Landfill to confirm, among other matters, satisfaction by Casella of its obligations under Sections 2.8 and 2.10 hereof. The parties shall cooperate in good faith to develop a list of the books, records and data which shall be available for such inspection and examination by the State. Casella shall maintain any such books, records or other data for so long as Casella's indemnity obligations under Section 8 shall continue in effect. Upon termination of this Agreement, the State shall have the right to review and copy, and shall have a permanent, irrevocable, exclusive license to make use of all of Casella's technical information, data, studies, engineering, operational records and other materials and information of any nature related to the Landfill and/or the design,

construction, licensing or operation of the Landfill, including without limitation, all testing results, design materials, engineering studies and other engineering work, all applications for Governmental Approvals related to the Landfill and any and all such other data and materials as relate in any way to the premises and/or the development of the Landfill.

SECTION 11 NO JOINT VENTURE

Without limiting Casella's obligations hereunder (including the obligation to satisfy the State's obligation to FJ under the Acquisition Agreement), the parties acknowledge and agree that nothing contained in this Agreement is intended to nor shall be construed to create a partnership or joint venture between Casella and the State or make Casella and the State partners or joint venturers, or make either party in any way liable or otherwise responsible for the debts, actions, obligations or losses of the other party.

SECTION 12 SPECIAL PROVISIONS CONCERNING THE STATE

12.1 Appropriations. The State's obligations and liabilities hereunder are subject to available budgetary appropriations and shall not create any obligation of payment on behalf of the State in excess of such appropriations and other funds and assets available to the State for the performance of its obligations. Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and the State's obligations hereunder and other obligations of the State, if funds are deappropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make any payment otherwise due under this Agreement. The SPO hereby represents that it reasonably believes that funds will be made available through appropriation by the Legislature to make all payments required hereunder and to fund all obligations of performance hereunder by the State. Without limiting the foregoing, the SPO hereby covenants and agrees that it will exercise all reasonable efforts to obtain, maintain and

properly request and pursue appropriation of funds and other revenue sources from which all payments to be made hereunder shall be satisfied, and through which all obligations of performance will be funded, including, without limitation, making provisions for such payments in any and all budgets submitted for the purposes of obtaining appropriations and/or funding, using all reasonable efforts to have such portion of the budget approved. Without limiting the foregoing, it is the State's intent to make all payments required hereunder and perform all of its obligations hereunder if funds are legally available therefor.

12.2 No Waiver of Sovereign Immunity. Casella acknowledges and agrees that the Legislative Resolve authorizing this Agreement specifically provides that nothing in this Agreement, or the execution and delivery of this Agreement, or the agreement by the State to perform its obligations hereunder constitutes or is intended to constitute abrogation of the sovereign immunity of the State with respect to each and every term of this Agreement. In this regard, the State expressly reserves its right of sovereign immunity with respect to its obligations hereunder, and the execution and delivery of this Agreement by the State, and its undertakings herein in no way waive, partially waive, imply a waiver, limit or restrict the State's unconditional right to exercise its right of, or to assert sovereign immunity with respect to any matter, term or issue arising under or relating to this Agreement.

SECTION 13 CERTAIN REPRESENTATIONS, WARRANTIES AND COVENANTS OF CASELLA

Casella represents and warrants to the State as follows:

13.1 Casella is a corporation duly organized and existing under the laws of the State of Delaware with the full legal right, power and authority to enter into and fully and timely perform its obligations under this Agreement.

13.2 Casella has duly authorized, executed and delivered this Agreement, and this

Agreement constitutes a legal, valid and binding obligation, enforceable against Casella in accordance with its terms, subject to bankruptcy, insolvency and other laws affecting creditors' rights generally.

13.3 Neither the execution or delivery by Casella of this Agreement nor the performance by Casella of its obligations in connection with the transactions contemplated hereby or Casella's fulfillment of the terms and conditions hereof conflicts with, violates or results in a breach of any law or governmental regulation applicable to Casella or materially conflicts with, violates or results in a breach of, any term or condition of any order, judgment or decree or any agreement or instrument to which Casella is a party or by which Casella or any of its properties or assets is bound, or otherwise constitutes a default thereunder.

13.4 No approval, authorization, order, consent, declaration, registration or filing with any federal, state or local governmental authority or agency is required for the valid execution and delivery by Casella of this Agreement or the performance by Casella of its obligations hereunder.

13.5 Casella covenants and agrees to operate Landfill and otherwise conduct all aspects of its business at the Landfill in compliance with all applicable laws and regulations and permits. Casella further agrees to maintain, and not to take any action or fail to take any action that would cause denial or revocation of the Existing Permit or the License Amendment, or, if issued, the Expansion Permit or any other license or permit issued during the Term relating to the Landfill. Casella further agrees to assume responsibility for all closure and post-closure aspects of the Landfill arising during the Term and to close those portions of the Landfill which reach final grade in accordance with approved plans and specifications.

13.6 Casella agrees to make all contributions to the State of Maine's Solid Waste

Management Fund (or any successor fund) or other payments required under applicable laws and regulations as if the Landfill were a commercial landfill under applicable law.

13.7 Casella shall maintain in full force and effect throughout the Term and for one year following termination, the \$4,000,000 payment and performance bond in the form attached hereto as Exhibit C during the term hereof and the closure and post-closure bonds required hereunder upon closure of the Landfill with financially sound and reputable sureties and/or insurers qualified to issue sureties and bonds in the State, reasonably acceptable to the State. The State acknowledges that Evergreen National Indemnity Company is a financially sound and reputable surety as of the date hereof.

13.8 Casella agrees that all improvements to the Landfill of every nature and type shall be the property of and ownership of the same shall vest in the State on termination of this Agreement.

13.9 Throughout the term hereof, Casella agrees to participate in, and support to the best of its ability, the joint citizen advisory committee, comprised of representatives from the City of Old Town and the Town of Alton, as created by the Legislative Resolve permitting the State Planning Office to purchase the Landfill and cause it to be operated, all at no cost or expense to the State.

13.10 Casella shall perform its obligations under the C&D Fuel Agreement and shall not amend the same without the prior written consent of the State, which consent will not be unreasonably withheld

SECTION 14 SURVIVAL OF REPRESENTATIONS, WARRANTIES AND COVENANTS

All representations and warranties and covenants made herein or in any schedules attached hereto, or in any instruments or documents delivered by or on behalf of either party

pursuant to this Agreement, shall remain in effect during the Term and shall survive termination hereof to the extent specifically contemplated herein. The indemnity commitment described in Section 8 hereof shall continue until the expiration of the longest of the statutes of limitations applicable to Environmental Matters subject to the indemnification thereunder.

SECTION 15 TERMINATION

15.1 Events. This Agreement may be terminated at any time:

- (a) By mutual written agreement of the parties;
- (b) By either party if, prior to the Effective Date, litigation is filed or threatened, or any governmental authority institutes an action or investigation, intended to prohibit or prevent consummation of any of the transactions contemplated hereby or by the Acquisition Agreement, or any governmental authority does anything by the Effective Date which in a party's reasonable commercial judgment renders such consummation imprudent.
- (c) By Casella if:
 - (i) Casella exercises its right to terminate under Section 5.3, subject to the limitations and qualifications set forth in said Section 5.3.
 - (ii) an Expansion Permit has not issued as a result of a Capacity Limiting Event and the licensed and permitted capacity of the Landfill (in excess of the capacity reserved for FJ Waste pursuant to Section 2.8) has been exhausted, provided that Casella cannot exercise its right to terminate under this clause (i) until on or after the fifteenth (15th) anniversary hereof.
 - (iii) An Event of Default by the State occurs as set forth in Section 16, which default remains uncured beyond any applicable period for cure

thereof;

Without in any respect limiting the foregoing or affecting other terms and provisions hereof, and solely for purposes of illustration, Casella shall not have the right to terminate this Agreement in the event:

(A) The application for the Expansion Permit is denied under State law in effect as of the date of this Agreement;

(B) The construction, engineering, design, permitting, licensing, operation, maintenance, management and administration of the Landfill is more expensive under the terms of the Expansion Permit as granted than as anticipated by Casella;

(C) The application for the Expansion Permit is granted but restricted such that the new capacity, when added to the then permitted capacity, is insufficient to allow Casella to dispose of 500,000 tons of waste a year for a period of twenty (20) years;

(D) Casella is unable or fails to comply with the terms and conditions under which the Landfill is permitted and licensed;

(E) There is a change in Federal or State law after the Effective Date of this Agreement that increases the cost of the construction, engineering, design, permitting, licensing, operation, maintenance, management and administration of the Landfill; or

(F) The Expansion Permit is revoked or modified.

(d) By the State if:

(i) an Event of Default by Casella occurs as defined in Section 16.1,

which default remains uncured beyond any applicable period for cure thereof; or

(ii) any of the conditions to closing in the Acquisition Agreement for either the State's or FJ's benefit shall not have been satisfied or waived and such Agreement shall have been terminated in accordance with terms thereof; or

(iii) any representation or warranty made by Casella hereunder is not true, accurate and complete in any material respect when made or becomes untrue, inaccurate or incomplete in any material respect during Term; or

(iv) FJ exercises its right of reverter under Article 10 of the Acquisition Agreement and the underlying breach is not cured within the applicable cure period or Casella breaches its obligations under the C&D Fuel Agreement and the underlying breach is not cured within the applicable cure period; or

(v) if the State reasonably determines that the issuer of the payment and performance bond attached hereto as Exhibit C is not financially sound or reputable, notifies Casella of the same and Casella fails to secure an alternative bond in form and content reasonably satisfactory to the State issued by a financially sound and reputable surety reasonably acceptable to the State and licensed to issue surety bonds and/or insurance policies within ninety (90) days.

15.2 Effects of Termination.

- (a) If this Agreement is terminated pursuant to Subsections 15.1(a) or (b), this Agreement shall terminate and neither party shall have any further or continuing obligation hereunder.
- (b) If the State terminates this Agreement pursuant to subsection 15.1(d), in addition to whatever other rights or remedies it may have (none of which are waived), the State (a) may remove Casella and its agents from, and on demand Casella and its agents shall, vacate the Landfill, and (b) and/or make demand under the payment and performance bond.
- (c) Upon termination of this Agreement for any reason, the State shall own all fixed capital improvements to the Landfill and all other buildings, fixtures and other improvements without any obligation to pay Casella.
- (d) Termination of this Agreement for any reason shall not relieve a party of its obligations arising prior to the termination date or those obligations that survive termination, including certain of Casella payment obligations under Section 5.2 and Casella's obligations under Section 8.

SECTION 16 DEFAULT AND REMEDIES

16.1 Notice/Cure. If either party fails to perform a material obligation under this Agreement, then the other party shall give notice of such alleged material failure, describing the alleged material failure and the action required to cure such material failure, if any. If the party receiving such notice fails to cure any such material failure to perform pursuant to Section 17 hereof, then an "Event of Default" shall be deemed to have occurred and the other party shall have the rights and remedies set forth in subsection 15.1 above and 16.2 below.

16.2 Remedies. If any Event of Default occurs (as defined in subsection 16.1 above), then (i) this Agreement may be terminated by the non-defaulting party by giving notice of

termination to the defaulting party, and/or (ii) the non-defaulting party shall have the right to take whatever action at law or in equity it deems necessary or desirable to collect any amounts then due or thereafter to become due under this Agreement or to enforce performance of any covenant or obligation of the defaulting party under this Agreement, including as to the State the right to make demand on the payment and performance bond securing Casella's obligations under this Agreement.

SECTION 17 RIGHT TO CURE BREACH

Upon its receipt of a notice of alleged material failure to perform a material obligation under this Agreement issued under subsection 16.1 hereof, the receiving party shall either:

17.1 Cure the material failure to perform within thirty (30) days of receipt of the written notice from the other party, provided that there shall be no cure period for a breach by Casella of its obligations under section 13.7 and 21.2; or

17.2 Continuously demonstrate, for those defaults for which cure periods exist, within such thirty (30) day cure period that it is actively pursuing a course of action which reasonably can be expected to lead to a cure of the material failure to perform (and the cure period shall be extended for so long as the curing party is actively and continuously pursuing such course of action) within a commercially reasonable period of time not to exceed ninety (90) days; provided, however, that with respect to a default by Casella under Section 2.10, the aforesaid period of time shall be extended to one (1) year on the condition that Casella has established and is maintaining a capital improvement plan designed to bring Casella into compliance with and maintain Casella's compliance with the requirements of Section 2.10; alternatively, Casella shall have the right to cure such a default by posting a performance bond in the amount of the insufficient capacity, calculated at the rate of \$2.90 per ton; provided further that, in the event of the failure of either party to pay the other party any amount required to be paid hereunder when

due, cure shall consist of payment in full which shall be made within ten (10) business days of written demand from the party entitled to the payment, together with interest accruing from the date the payment was due at a per annum rate equal to the Prime Rate, unless said sums are being contested.

SECTION 18 NON-BINDING MEDIATION

18.1 Non-Binding Mediation. The parties agree that in the event of any dispute, controversy or claim arising under or relating to this Agreement or any alleged breach thereof, other than a breach by Casella of its payment obligations or its obligations under Sections 13.7, 21.1 or 21.2 hereof, the parties shall attempt to come to a reasonable settlement of any dispute (i) by having their authorized representatives attempt to negotiate a resolution of the dispute for a period of thirty (30) days, and, if not resolved by the authorized representatives (ii) by having other more senior members of each party's management, who have no previous involvement in the dispute, but who have the authority to resolve the dispute, attempt to negotiate a resolution of the dispute for an additional fifteen (15) days.

18.2 Waiver of Jury Trial. THE STATE AND CASELLA AGREE THAT NEITHER OF THEM NOR ANY ASSIGNEE OR SUCCESSOR SHALL (A) SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM OR ACTION ARISING UNDER OR RELATING TO THIS AGREEMENT, OR (B) SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY DISCUSSED BY THE STATE AND CASELLA, AND THESE PROVISIONS SHALL BE SUBJECT TO NO EXCEPTIONS. NEITHER THE STATE NOR CASELLA HAS AGREED WITH OR REPRESENTED TO THE OTHER THAT THE PROVISIONS OF THIS SECTION WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

18.3 Consent to Jurisdiction. The parties and their assigns submit to the jurisdiction of any state or federal court located in the State of Maine in connection with any proceeding or action arising from or relating to this Agreement or the agreements referred to herein. The parties consent to the jurisdiction and venue of any such court and waive any argument that venue in such forums is not convenient. In the event a party commences any action in another jurisdiction or venue under any tort or contract theory arising directly or indirectly from the relationship created by this Agreement, the other party at its option shall be entitled to have the case transferred to one of the jurisdictions and venues above-described, or if such transfer cannot be accomplished under applicable law, to have such case dismissed without prejudice.

SECTION 19 FORCE MAJEURE

If either party hereto is rendered unable, in whole or in part, to perform any of its obligations under this Agreement (other than an obligation to pay money when due) as a result of the occurrence of an event of Force Majeure, then the obligations of the affected party shall be suspended and its non-performance thereof excused during the continuation of the event of Force Majeure. At any time that a party intends to rely upon an event of Force Majeure to suspend its obligations or excuse its non-performance as provided in this Section 19, the affected parties shall notify the other party as soon as reasonably practicable (but in no event later than 72 hours following such event) describing in reasonable detail the circumstances of the event of Force Majeure and its ongoing efforts to mitigate the effects of such event of Force Majeure. Notice shall again be given when the effect of the event of Force Majeure has ceased. As a condition of invoking the protection afforded by this Section 19, the party relying upon an event of Force Majeure shall be required to exercise its best and most diligent efforts to eliminate the Force Majeure or devise a means of performance notwithstanding the Force Majeure and re-establish performance hereunder as rapidly as possible

Notwithstanding anything to the contrary herein, upon the occurrence of a force majeure, Casella will make available to FJ disposal capacity for FJ Waste and Lincoln Biomass Ash at the then prevailing market rate at any other landfill in the State of Maine owned and/or operated by Casella or any Affiliate that is licensed to accept FJ Waste and Lincoln Biomass Ash for a total commitment of thirty (30) years or such earlier time as disposal capacity at such landfill(s) is exhausted; provided, however, that FJ or Lincoln, as applicable, shall pay any and all costs of transporting FJ Waste and Lincoln Biomass Ash to such site. Except as aforesaid, Casella's obligations to provide disposal capacity for FJ Waste and Lincoln Biomass Ash shall be suspended during the pendency of any Force Majeure.

SECTION 20 EMINENT DOMAIN

The State agrees to cooperate with Casella in opposing any effort by any governmental authority to exercise its rights of eminent domain. In the event an eminent domain award is made, the amount of the award, after deducting amounts due FJ resulting from any breach of the Acquisition Agreement or Casella's obligations to FJ hereunder shall be apportioned between the State and Casella on the basis of the value of Casella's contractual and other interests under this Agreement, including without limitation, the value of any capital improvements made by Casella hereunder, and the value of lost revenue under any Landfill waste disposal capacity otherwise available to Casella hereunder.

SECTION 21 INSURANCE

21.1 General Insurance Requirements. Casella shall maintain liability, fire and workers' compensation insurance insuring both the State and Casella in the amounts set forth in Schedule 21 attached hereto, issued by financially sound and reputable insurance companies reasonably acceptable to the State that are authorized and licensed to issue such policies in the

State of Maine. Casella shall pay any premiums with respect to such policies as they come due. If Casella fails to pay any such premiums when due, the State shall have the right and option to pay any such premiums, whereupon the amount of any such premiums paid by the State shall be reimbursed by Casella to the State upon demand therefor. Upon request from the State, Casella shall promptly provide copies of such policies to the State.

21.2 Environmental Impairment. During the Term hereof, and annually thereafter for a period equal to the longest applicable statute of limitations (so long as such insurance is commercially available) for claims (including governmental actions) under Environmental Laws, Casella shall cause the Landfill to be insured for third party environmental impairment under a claims made policy carried by Casella. The policy shall provide a limit of not less than the greater of (a) the amount required under applicable laws and regulations from time to time in effect or required in connection with license and permits, or (b) \$1,000,000 primary coverage and a \$10,000,000 umbrella, increased annually by Two Hundred Twenty-five Thousand Dollars (\$225,000) on each anniversary date of the Effective Date. Such policies shall name the State and FJ as additional insureds and shall be reasonably acceptable to the State and FJ.

SECTION 22 COVENANT OF QUIET ENJOYMENT

The State covenants ~~and agrees~~ that Casella, upon its performance of its obligations hereunder, shall lawfully, peacefully and quietly hold, occupy and enjoy the Landfill during the Term without hindrance, objection or disturbance, subject in all instances to the terms and provisions hereof.

SECTION 23 THIRD-PARTY BENEFICIARY

23.1 Third Party Benefit to FJ. FJ is an intended third-party beneficiary of all agreements, commitments and promises of Casella under this Agreement that provide benefit to FJ, including without limiting the generality of the foregoing, the provisions of Sections 2.8, 2.9,

2.10, 3.1, 4.1, 4.2, 8, 13, 14, 19, 20, 21 and 23.2 hereof, including related definitions from Section 1 and Exhibits (collectively, the "FJ Commitments"). The parties acknowledge and agree that FJ has provided consideration for its status as a third-party beneficiary hereunder through the sale of the Landfill to the State contemporaneously herewith, and that FJ's status as a third-party beneficiary under this Agreement was a material inducement to FJ selling the Landfill to the State. FJ's status hereunder shall be fully vested and shall be absolute as of the date hereof and FJ shall be entitled to take whatever action, in law or in equity, as may be available to enforce FJ's rights hereunder against Casella or any Affiliate operating the Landfill. FJ's status hereunder as a direct, intended, fully vested, absolute third-party beneficiary shall not in any way limit, restrict, abrogate or otherwise alter its rights against the State under the Acquisition Agreement.

23.2 Third Party Benefit to Casella. Casella is an intended third party beneficiary of the Unwind Provisions set forth in Section 2.10, the Representations and Warranties of FJ set forth in Article 3, and the Reverter Option set forth in Section 10.1, of the Acquisition Agreement. The parties acknowledge that Casella has provided consideration for its status as a third party beneficiary through its undertakings hereunder, and that such status shall be fully vested and absolute as of the date hereof and that Casella shall be entitled to take whatever action, in law or equity, as may be available to enforce Casella's rights as a third party beneficiary.

23.3 Successors and Assigns. The provisions of this Section 23 shall inure to the benefit of, and be binding upon FJ and its respective successors and assigns. Casella shall not assign or otherwise transfer its obligations under the FJ Commitments without the express written consent of FJ.

SECTION 24 MISCELLANEOUS PROVISIONS

24.1 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other, which consent may be granted or withheld by such party in its sole discretion; notwithstanding the foregoing, Casella shall have the right to assign this Agreement to any Affiliate provided that Casella remains fully liable hereunder and provides reasonable assurances of the same to State in connection with any such assignment; furthermore, until such time as the License Amendment is received and is substantially consistent with the terms and conditions of the License Application, Casella shall have the right to delegate or subcontract the operation of the Landfill to J.A. Construction, Inc., subject to the terms and conditions of this Agreement. Each party further agrees not to unreasonably withhold its consent to a collateral assignment of this Agreement by the other party of such party's rights under this Agreement.

24.2 Cumulative Remedies. The specified remedies available to a party under this Agreement are not exclusive of any other remedies or means of redress to which such party may be lawfully entitled in the event of any breach or threatened breach by the other party of any provision(s) of this Agreement.

24.3 Captions and Headings. Captions and headings contained in this Agreement are inserted for convenience and reference only and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision or of the scope or intent of this Agreement, nor in any way to affect this Agreement.

24.4 Amendments and Modifications. This Agreement shall not be amended, modified or changed, except pursuant to an agreement in writing signed by or on behalf of the party against whom enforcement of the amendment, modification or change is sought.

24.5 Notices. All notices or other communications required or permitted hereunder shall be in writing and may be given by personal delivery, by overnight express delivery, or by registered or certified U.S. mail, postage prepaid, return receipt requested, properly addressed as follows:

To the State:

Executive Department
State Planning Office
38 State House Station
Augusta, Maine 04333-0038
Attention: Director

With a copy to:

William H. Laubenstein III Esq.
Assistant Attorney General
State of Maine
Office of the Attorney General
6 State House Station
Augusta, ME 04333-0006

To Casella:

c/o Casella Waste Systems, Inc.
25 Greens Hill Lane
Rutland, VT 05702-0866

With a copy to:

Gordon F. Grimes, Esq.
Bernstein, Shur, Sawyer & Nelson, P.A.
100 Middle Street, P.O. Box 9729
Portland, Maine 04104

Either party may change the address to which notices are required to be sent by giving notice of such change in the manner provided in this Section 24.5. All notices shall be deemed to have been received on the date of delivery if service is made in person, on the day after sent by

overnight express delivery service, or on the third (3rd) business day after mailing in accordance with this Section 24.5, except that any notice of a change of address shall be effective only upon actual receipt.

24.6 Strict Performance. The failure of either party to insist on the strict performance of any of the terms, covenants and provisions of this Agreement or to exercise any right, remedy or option herein contained shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition, provision, right, remedy or option.

24.7 Severability. In the event that any one or more of the terms or provisions of this Agreement shall for any reason be held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable in any respect, in whole or in part, such invalidity, illegality or unenforceability shall not affect any other terms or provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable term or provision had never been contained herein, provided that it is the intention of the parties that, in lieu of such term or provision held to be invalid, illegal or unenforceable, there shall be added by mutual agreement as a part of this Agreement a term or provision as similar in terms to such illegal, invalid or unenforceable term or provision as may be possible, valid, legal and enforceable.

24.8 Construction. Words connoting the singular number shall include the plural in each case, and vice versa, and words connoting persons shall include corporations, companies, firms or other entities. The terms "herein", "hereunder", "hereby", "hereof" and any similar terms shall refer to this Agreement; the term "heretofore" shall mean before the date of execution of this Agreement. This Agreement is the result of joint negotiations and drafting and no part of this Agreement shall be construed as the product of any one of the parties hereto.

24.9 Entire Agreement. This Agreement, including covenants in the Acquisition

Agreement incorporated or referred to herein and the other agreements contemplated hereby, the covenants of Casella in the C&D Fuel Agreement and all exhibits and schedules attached hereto and thereto, constitute the entire agreement between the State and Casella with respect to the subject matter hereof, and supersede all prior or contemporaneous negotiations, representations, understandings and agreements, whether written or oral, between the parties with respect to the subject matter hereof.

24.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original for all purposes, but all of which together shall constitute one and the same agreement.

24.11 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Maine, without regard to the conflicts of law principles of such State.

24.12 Binding Effect; No Third Party Rights. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors (whether by sale, assignment, transfer, merger, other acquisition, operation of law, or court ruling) and/or permitted assigns without releasing Casella of its obligations herein and shall be binding on any entity or entities that acquire all or substantially all of the assets or business of Casella and/or its Affiliates, in one or more transactions, whether by sale of assets, stock, merger or otherwise. Subject to the foregoing, and except as otherwise expressly provided herein (including Subsections 23.1 and 25), nothing in this Agreement shall be construed to confer any benefit on, or create any obligation, duty or liability to, or create any standard of care with respect to, any person, firm or entity not a party to this Agreement.

24.13 Authority of Parties. Each party hereto represents and warrants that the individual

who has executed this Agreement on its behalf has the full and complete authority to sign on behalf of such party for the purpose of duly binding such party to this Agreement.

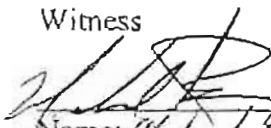
24.14 State Special Services Agreement. This Agreement is subject to certain provisions of Rider B to the State's standard form of Agreement for Special Services, which provisions are attached hereto as Exhibit D.

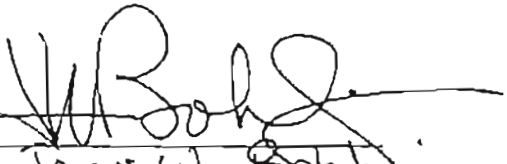
SECTION 25 C&D FUEL COMMITMENT

Contemporaneously with the execution of this Agreement, Casella and FJ shall enter into a C&D Fuel Agreement in the form attached hereto as Exhibit B.

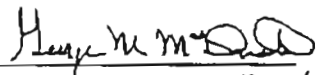
IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first above written.

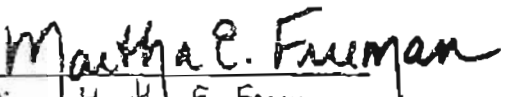
CASELLA WASTE SYSTEMS, INC.

Witness

Name: Michael Brennan
S.P. General Counsel

By: 
Name: James W. Pashy
Its President

STATE OF MAINE, Acting by and
Through its Executive Department, State
Planning Office

Witness

Name: George H MacDonald

By: 
Name: Martha E. Freeman
Its Director

EXHIBITS

<u>Exhibit A</u>	Alton and Old Town, Maine real estate
<u>Exhibit B</u>	C&D Fuel Agreement
<u>Exhibit C</u>	Performance Bond
<u>Exhibit D</u>	Agreement for Special Services

Exhibit A

Parcel Description

Four parcels located at Old Town, Penobscot County, Maine, and described as follows (individually referred to as "Parcel" and collectively referred to as "Parcels"):

PARCEL ONE: A certain parcel of land with any buildings thereon, situated on the northeast side of Route 43, 3.4 + miles west of the intersection of Route 43 and Route 95, in the city of Old Town, County of Penobscot, State of Maine and being more particularly described as follows:

- 1) **BEGINNING** at a 3/4 inch rebar located on the northeast side of Route 43, at the northwest corner of land now or formerly of Scott E. Bergquist as described in deed recorded at the Penobscot County Registry of Deeds in Book 3608, Page 247. Said rebar is also located at the southwest corner of the "Cadorette Parcel" as shown on plan entitled "Perkins & Cadorette Parcels, Standard Boundary Survey (with exceptions)" by Squaw Bay Corp. of Cumberland, Maine, June, 1995, Ronald M. Carpentier, PLS #2042, recorded at the Penobscot County Registry of Deeds, Plan Book D46-95, to which reference is hereby made;
- 2) **THENCE** South 82° 12' 30" East, 1445.38 feet along the land of said Bergquist to a cedar post and the land now or formerly of James River Paper Company, Inc. as described in the deed recorded at the Penobscot County Registry of Deeds in Book 4870, Page 200;
- 3) **THENCE** North 4° 27' 20" East, 809.31 feet along the land of said James River Paper Company, Inc. to a point;
- 4) **THENCE** North 5° 59' 05" East, 15.69 feet along the land of said James River Paper Company, Inc. to a 5/8 inch rebar with plastic survey cap marked "RMC NO. 2042" and the land now or formerly of Alfred Perkins and Florine Perkins as described in the deed recorded at the Penobscot County Registry of Deeds in Book 1448, Page 22;
- 5) **THENCE** North 82° 46' 26" West, 2014.87 feet along the land of said Perkins to a 5/8 inch rebar with plastic survey cap marked "RMC NO. 2042" and the sideline of Route 43;
- 6) **THENCE** South 29° 43' 31" East, 1013.29 feet along Route 43 to a 3/4 inch rebar and point of beginning.

The above-described parcel contains 32.4 acres.

Being the same premises described in a Warranty Deed given by Francis R. Cadorette and Rhonda B. Cadorette to James River Paper Company, Inc., dated June 13, 1995, and recorded in said Registry in Book 5878, Page 272.

PARCEL TWO: A certain parcel of land with any buildings thereon situated on the northeast side of Route 43, 3.4+ miles west of the intersection of Route 43 and Route 95, in the City of Old Town, County of Penobscot, State of Maine, and being more particularly described as follows:

COMMENCING at a 5/8 inch rebar with survey cap marked "RMC NO. 2042" located at the intersection of the northeast sideline of Route 43, and the southerly boundary line of land now or formerly of Alfred Perkins and Florine Perkins as described in deed recorded at the Penobscot County Registry of Deeds in Book 1448, Page 22. Said rebar is also located at the northwest corner of the "Cadorette Parcel" as shown on plan entitled "Perkins & Cadorette Parcels, Standard Boundary Survey (with exceptions)" by Squaw Bay Corp. of Cumberland, Maine, June, 1995, Ronald M. Carpentier, PLS #2042. to be recorded at the Penobscot County Registry of Deeds to which reference is hereby made. Thence South 82° 46' 26" East, 1485.52 feet along the Cadorette parcel to the point of Beginning.

- 1) **THENCE** from the Point of Beginning South 82°46'26" East, 529.45 feet along the Cadorette Parcel to a 5/8 inch rebar with plastic survey cap marked "RMC NO. 2042" and the land now or formerly of James River Paper Company, Inc., as described in the deed recorded at the Penobscot County Registry of Deeds in Book 4870, Page 200;
- 2) **THENCE** North 5° 59' 05" East, 828.72 feet along the land of said James River Paper Company, Inc. to a cedar post and the land of Alfred J. Meister as described in the deed recorded at the Penobscot County Registry of Deeds in Book 3738, Page 197;
- 3) **THENCE** North 84° 06' 52" West, 529.33 feet along the land of said Meister to a 5/8 inch rebar with plastic survey cap marked "RMC NO. 2042" and the land now or formerly of said Perkins;
- 4) **THENCE** South 5° 59' 05" West, 816.33 feet along the land of said Perkins to a 5/8 inch rebar with plastic survey cap marked "RMC NO. 2042" and the Point of Beginning.

The above-described parcel contains 10 acres.

Being the same premises described in a Warranty Deed given by Alfred K. Perkins and Florine J. Perkins to James River Paper Company, Inc. dated June 13, 1995, and recorded in said Registry of Deeds in Book 5878, Page 278.

PARCEL THREE: Lots 1 through 9 and 14 through 22, inclusive, as shown on the survey "Tyron Tree Farm" dated February 23, 1988, recorded in the Penobscot County Registry of Deeds in Plan file C26-88, together with a strip of land fifty (50) feet wide leading from Bennoch Road to the northerly line of Lot 11 on said plan, which strip was conveyed to Patten Corporation – Downeast by deed of Lyman B. Feero and Rosalita Feero, dated June 4, 1988, and recorded in said Registry in Book 4244, Page 5, and together with a right of way for all purposes over the roads fifty (50) feet wide, the centerlines of which are shown on said plan, leading from the northerly line of Lot 11 to the lots hereby conveyed. This right of way includes, but is not limited to, the right to install, use, maintain, repair and replace utility lines, poles and cables.

Together with all right, title and interest in and to that portion of the discontinued roadway lying northerly of the above described Parcel Three and southerly of the Town of Alton southerly line.

Being the same premises described in a Warranty Deed given by James River Corporation to James River Paper Company, Inc. dated July 10, 1991, and recorded in said Registry in Book 4870, Page 200.

Exceptions

The Parcels are conveyed subject to the following exceptions:

ALL PARCELS:

1. State of Maine, Department of Environmental Protection, Site Location Findings of Fact and Order, dated August 24, 1995, and recorded in the Penobscot County Registry of Deeds in Book 5939, Page 147.
2. Declarations of Covenants and Restrictions by James River Paper Company, Inc., dated December 20, 1993, recorded in said Registry in Book 5518, Page 67; Corrected Declaration of Covenants and Restrictions, dated January 20, 1994, recorded in said Registry in Book 5549, Page 162; and Amendment to Declaration of Covenants and Restrictions, dated November 30, 1995, recorded in said Registry in Book 6044, Page 118.

PARCELS ONE AND TWO ONLY:

1. Such state of facts as shown on the plan entitled "Cadorette House Lots, Route 43, Old Town, Maine," prepared by Squaw Bay Corp., dated June 1995, and recorded in said Registry in Plan 1996-59.
2. Such statement of facts as shown on the plan entitled "Perkins & Cadorette Parcels, Route 43, Old Town, Maine," prepared by Squaw Bay Corp., dated June 1995, recorded in said Registry in Plan D46-95.

PARCEL THREE ONLY:

1. Rights of way acquired by the University of Maine System by deeds dated July 27, 1989, and recorded in said Registry in Book 4490, Page 322 and Book 4490, Page 325.
2. Restrictions and conditions set forth in the deed from Pattern Corporation to James River Corporation recorded in said Registry in Book 4654, Page 310.
3. Rights of way reserved in the deed from Camillis G. Kidder to Napoleon Parady, dated January 10, 1910, and recorded in said Registry in Book 750, Page 407.
4. Order of the Grantee of Maine, Department of Environmental Protection, dated October 3, 1988, recorded in said Registry in Book 4345, Page 19.
5. Such statement of facts, including easements and rights of way, as shown on the plan entitled "Tryon Tree Farm, Patten Corporation-Downeast," prepared by Raymond S. Silsby, dated February 23, 1988, and recorded in said Registry in C26-88.

NOTICE OF SOLID WASTE DISPOSAL FACILITY

Pursuant to Maine Department of Environmental Protection Solid Waste Management Regulation, Chapter 400 Appendix C.11, Grantor provides the following notice:

The Premises contains an active ~~secure~~ solid waste disposal facility (the "Facility"). The Facility was licensed by the Maine Board of Environmental Protection on July 28, 1993. The Facility began operations on December 2, 1996. The Facility is 68 acres and is located southern quadrant of Parcel Three of the Premises. The following non-hazardous wastes have been placed in the Facility to a maximum depth of approximately 30 feet:

- pulp and papermill wastewater treatment plant sludge,
- lime wastes and grit,
- woodwastes and inert debris,
- small quantities of soil and sawdust contaminated with process chemicals that are non-hazardous,
- virgin oily contaminated debris,
- soil rags, oil filters, absorbent materials, crushed grease drums and waste grease,
- ~~sand from sand filters,~~

- non-hazardous sand from sand blasting,
- multifuel fly ash and bottom ash from the Lincoln Pulp and Papermills, and
- wood ash from the City of Old Town

EXHIBIT B
FUEL SUPPLY AGREEMENT

This C&D FUEL AGREEMENT (this "Agreement") is made as of this _____ day of February, 2004, by and between CASELLA WASTE SYSTEMS, INC., a Maine corporation with a place of business at 25 Green Hill Lane, Rutland, Vermont 05702 ("Casella"), and the FORT JAMES OPERATING COMPANY, a Delaware corporation ("FJ").

Recitals

1. The State of Maine, acting by and through its Executive Department, State Planning Office ("State") and FJ entered into an Agreement Regarding Solid Waste Disposal Facility Acquisition and Operation dated November 20, 2003 ("Landfill P&S").
2. The State and Casella entered into an Operating Services Agreement dated _____, 2003 ("Operating Agreement").
3. Both the Landfill P&S and the Operating Agreement contemplate that FJ and Casella will formalize and agreement regarding the C&D fuel commitments described herein.

Agreement

In consideration of the foregoing, and the promises set forth herein, the parties agree as follows:

1. **Definitions.** Capitalized terms used but not defined herein shall have the meanings assigned to those terms in the Landfill P&S. Capitalized terms used but not defined herein or in the Landfill P&S shall have the meanings assigned to those terms in the Operating Agreement.

"C&D Fuel" means processed construction and demolition debris, which shall meet the following criteria:

- (a) Provides a minimum of at least 4,000 BTUs per pound (HHV) and an average of 6,800 BTUs per pound (HHV);
- (b) Meets such specifications as the DEP may require for legitimate fuel substitution;
- (c) Constitute "processed" C&D Fuel, in a form ready to burn in FJ's Biomass Generation Facility;
- (d) Restricted to the type of waste which the FJ's Biomass Generation Facility is licensed to burn; and
- (e) In no event shall C&D Fuel constitute or contain pentachlorophenol, arsenic or creosote-treated wood waste, except in such trace amounts as are consistent within the

DEP's current or future definition of "clean" C&D waste fuel and within the allowances for such substances set forth in the DEP permit for the Biomass Generation Facility.

2. **C&D Fuel Commitment.** (a) Casella hereby grants to FJ an option to purchase from Casella or its Affiliates, all or any portion of FJ's requirements for C&D Fuel ("C&D Fuel Option") for FJ's proposed Biomass Generating Facility in excess of any requirements satisfied by burning all available bark from FJ's pulping operations (estimated at a minimum of 100,000 tons per year) under the terms and conditions set forth below.

(b) The terms and conditions of the option be as follows:

(i) The term of the C&D Fuel Option shall extend for the shorter of: (x) the term, or any extended term, of the Operating Agreement or (y) a period of thirty (30) years following the date of commencement of operation of the Biomass Generation Facility ("Biomass Commencement Date").

(ii) The price charged to FJ for C&D Fuel will be fixed for the entire term of the C&D Fuel Option at the following levels:

(A) The price shall be fixed at the lesser of (x) market price or (y) \$4 per ton for the first five (5) years following the Biomass Commencement Date.

(B) On the sixth anniversary of the Biomass Commencement Date, the price shall be the lesser of (x) market price or (y) \$4 per ton, adjusted as set forth below. On the sixth anniversary of the Biomass Commencement Date, and thereafter on each anniversary of the Biomass Commencement Date throughout the remaining term of the C&D Fuel Option, the \$4 per ton shall be adjusted upward or downward annually by a percentage equal to the percentage change in the Consumer Price Index (U.S.-national) ("CPI") from the immediately preceding anniversary through the then current anniversary of the Biomass Commencement Date. In no event shall the CPI adjustment be less than one percent (1%) per year or in excess of five percent (5%) per year.

For purposes of this section, reference to a "year" means the period of twelve (12) months extending from the Biomass Commencement Date to the first anniversary thereof, or from one anniversary of the Biomass Commencement Date to another, as applicable.

(iii) The volume of C&D Fuel available at the pricing set forth above is 75,000 tons in the first year of operation of the Biomass Generating Facility, 90,000 tons in the second year, and 100,000 tons in the third year and thereafter for the remainder of the term of this C&D Fuel Option.

3. **Chip Fuel Option.** Casella hereby grants to FJ an option to purchase from Casella, or its Affiliates, all or any portion of FJ's requirements for green wood chip fuel for FJ's proposed Biomass Generating Facility in excess of any requirements satisfied by burning all available bark

from FJ's pulping operations and C&D Fuel under the terms and conditions set forth below ("Chip Fuel Option").

(i) In the event FJ is not able to obtain all necessary Governmental Approvals to burn C&D Fuel at the Biomass Generating Facility, and during any period in which such Governmental Approvals have not yet been obtained, lapse or are otherwise not in force, Casella will provide to FJ up to 75,000 tons of green wood chip fuel at a price of \$9 per ton for the first year following the Biomass Commencement Date, and thereafter adjusted upward or downward on each anniversary of the Biomass Commencement Date throughout the remaining term of this Chip Fuel Option by a percentage equal to the percentage change in the CPI from the date of the previous adjustment through the then current anniversary of the Biomass Commencement Date. In no event shall the CPI adjustment be less than one percent (1%) per year or in excess of five percent (5%) per year.

(ii) During the first year following the Biomass Commencement Date, Casella will provide FJ with up to 25,000 tons green wood chip fuel, if any, required by the Biomass Generating Facility to operate in normal mode to produce approximately 15 megawatts of electricity after utilization of FJ's available bark fuel and the C&D Fuel at a cost of \$9 per ton for the first year following the Biomass Commencement Date, and thereafter adjusted upward or downward on each anniversary of the Biomass Commencement Date throughout the remaining term of this Chip Fuel Option by a percentage equal to the percentage change in the CPI from the date of the previous adjustment through the then current anniversary of the Biomass Commencement Date. In no event shall the CPI adjustment be less than one percent (1%) per year or in excess of five percent (5%) per year. The foregoing obligation will be reduced to 18,000 tons during the second year following the Biomass Commencement Date, and 9,000 tons in the third and each successive year thereafter until the end of the thirty-year term of this Chip Fuel Option. FJ agrees to utilize all green wood chip fuel provided by the operator as fuel for the Biomass Generating Facility.

4. **Alternative Fuel Source.** For any period during which the combination of FJ's available bark fuel, the C&D Fuel provided under Section 2 and the green wood chip fuel provided under Section 3 do not result in a fuel mixture that enables the Biomass Generating Facility to produce 15 megawatts of power on a sustained basis, Casella and its Affiliates shall exercise their best and most diligent efforts to provide FJ with other more efficient sources of fuel that will enable the Biomass Generation Facility to produce at the level specified above at prevailing market rates.

5. **Terms of Payment.** Payment shall be made by FJ to Casella net 30 days from date of invoice for each delivery.

6. **Supply Terms.**

(a) **Timing and Volume.** FJ and Casella acknowledge and agree that they shall work cooperatively and in good faith to establish a supply schedule that will provide consistent supply

of fuel hereunder as required to meet FJ's requirements for efficient Biomass Generating Facility operation. FJ and Casella shall meet not less often than once per month to review FJ's projected supply requirements for the ensuing three (3) months and establish a mutually acceptable delivery schedule. The delivery schedule shall represent a firm order for the fuel designated therein for the first [month/weeks/week] reflected in the delivery schedule. The remainder of the schedule will be advisory only. FJ and Casella agree to periodically adjust the schedule between monthly meetings, as required to reflect FJ's actual requirements.

(b) All sales will be FOB FJ's Old Town Mill. Title and risk of loss shall pass to FJ upon delivery and acceptance of each shipment.

(c) FJ shall have a period of [10] days to inspect and test each delivery for conformity to specifications. FJ may reject all or any portion of a delivery that does not meet the specifications described herein by notification to Casella stating the reason for rejection. Casella shall cure any defect or remove any non-conforming delivery and promptly provide conforming product. Rejection of any individual delivery shall not constitute a termination of this Agreement. The foregoing is not intended to limit FJ's remedies at law for dealing with non-conforming deliveries.

7. Miscellaneous Provisions.

(a) This Agreement may not be assigned by either party without the prior written consent of the other, which consent may be granted or withheld by such party in its sole discretion; not withstanding the foregoing, Casella shall have the right to assign this Agreement to any Affiliate provided that Casella remains fully liable hereunder.

(b) Captions and headings contained in this Agreement are inserted for convenience and reference only and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision or of the scope or intent of this Agreement, nor in any way to affect this Agreement.

(c) This Agreement shall not be amended, modified or changed, except pursuant to an agreement in writing signed by or on behalf of the party against whom enforcement of the amendment, modification or change is sought.

(d) Notices. All notices or other communications required or permitted hereunder shall be in writing and may be given by personal delivery, by overnight express delivery, or by registered or certified U.S. mail, postage prepaid, return receipt requested, properly addressed as follows:

To Casella:

Casella Waste Systems, Inc.
25 ~~Green~~ Hill Lane

Rutland, VT 05702-0866

To FJ:

Georgia-Pacific Corporation
Attention: General Counsel
133 Peachtree Street, N.E.
Atlanta, Georgia 30303

Either party may change the address to which notices are required to be sent by giving notice of such change in the manner provided in this Section 7(d). All notices shall be deemed to have been received on the date of delivery if service is made in person, on the day after sent by overnight express delivery service, or on the third (3rd) business day after mailing in accordance with this Section, except that any notice of a change of address shall be effective only upon actual receipt.

(e) The failure of either party to insist on the strict performance of any of the terms, covenants and provisions of this Agreement or to exercise any right, remedy or option herein contained shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition, provision, right, remedy or option.

(f) This Agreement, including provisions of the Landfill P&S and Operating Agreement incorporated herein constitute the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous negotiations, representations, understandings and agreements, whether written or oral, between the parties with respect to the subject matter hereof.

(g) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original for all purposes, but all of which together shall constitute one and the same agreement.

(h) This Agreement shall be governed by and construed and enforced in accordance with ~~the laws of the State~~ of Maine, without regard to the conflicts of law principles of such State.

(i) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors (whether by sale, assignment, transfer, merger, other acquisition, operation of law, or court ruling) and/or permitted assigns. Subject to the foregoing, nothing in this Agreement shall be construed to confer any benefit on, or create any obligation, duty or liability to, or create any standard of care with respect to, any person, firm or entity not a party to this Agreement.

(j) Each party hereto represents and warrants that the individual who has executed this Agreement on its behalf has the full and complete authority to sign on behalf of such party for the purpose of duly binding such party to this Agreement.

(k) FJ and Casella agree that a breach of Casella's obligations under this Agreement shall constitute a failure to perform a material obligation under the Operating Agreement and shall be treated as such for purposes of declaring default and exercising remedies under Section 16 thereof.

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

FORT JAMES OPERATING COMPANY

Witness

Name:

By: _____

Name: _____

Its _____

CASELLA WASTE SYSTEMS, INC.

Witness

Name:

By: _____

Name: _____

Its _____

PAYMENT AND PERFORMANCE BOND

Bond No.: _____

KNOW ALL MEN BY THESE PRESENTS, that we CASSELLA WASTE SYSTEMS, INC., having a place of business at 25 Green Hills Lane, Rutland, Vermont 05702, (the "Principal"), and EVERGREEN NATIONAL INDEMNITY COMPANY, having a place of business at 6140 Parkland Boulevard, Suite 300, Cleveland, OH 44124, (the "Surety"), are held and firmly bound unto the STATE OF MAINE, acting by and through its Executive Department, State Planning Office, (the "Obligee"), in the penal sum of Four Million Dollars (\$4,000,000) for the payment of which we bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Operating Services Agreement for the operation and maintenance of the solid waste landfill located in Old Town, Maine (the "Landfill") with the above mentioned Obligee, dated the _____ day of February, 2004, which agreement, as amended from time to time, is hereby incorporated herein by reference as if fully rewritten (the "Contract").

WHEREAS, it is a condition of the agreement of the Obligee to enter into the Contract that the Principal provide Obligee with a payment and performance bond in form and content satisfactory to Obligee to secure Principal's obligations thereunder;

NOW, THEREFORE, the condition of the above obligation is such that if the Principal shall promptly and faithfully perform this Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect and Surety covenants to perform its obligations hereunder, subject, however, to and on the following conditions:

1. This Bond shall be maintained, in full force and effect throughout the Term (as defined in the Contract) and for one (1) year following Termination (as defined in the Contract). Notwithstanding the foregoing, if the Contract is terminated for any reason other than breach by Obligee prior to the date which is thirty (30) years after the Effective Date (as defined in the Contract) of the Contract, and Obligee makes a demand for payment and performance under this Bond prior to or within one (1) year following such Termination, the Bond shall continue to be maintained in full force and effect until the date which is thirty (30) years after the Effective Date (as defined in the Contract) as security for ongoing losses, liabilities and damages Obligee may incur.

2. If there is no material breach or default on the part of the Obligee, then the Surety's payment and performance obligation under this Bond shall arise as follows:
 - a. The Obligee shall notify the Principal and the Surety in writing at their respective addresses of the alleged breach with a reasonably detailed description thereof. The parties shall attempt to arrange a conference with the Principal and the Surety to be held not later than fifteen (15) days after receipt of such notice to discuss methods of performing the Contract. During the notice period Obligee shall make available to Surety all books, records, and accounts relevant to the Contract which may be reasonably requested by the Principal or Surety, subject to such reasonable confidentiality undertaking as Obligee may require.
 - b. The Principal shall be allowed time to cure the breach during the cure periods referenced in the Contract, if any; but such an agreement shall not waive the Obligee's right, if any, to subsequently declare a Principal default.
 - c. If the Principal does not cure such breach or default within the cure periods referenced in the Contract, if any, Obligee may perform or arrange for the performance of Principal's duties under the Contract for the balance of the Term and make a demand for payment and performance under this Bond, and Surety hereby irrevocably covenants to pay Obligee any and all Adverse Consequences of every nature and type that Obligee may incur arising from or relating to Principal's failure to perform its obligations under the Contract, including, without limitation, the costs and expenses of any substitute contractor or any costs and expenses associated with the satisfaction of any obligations owed by the Principal to Fort James Operating Company or Georgia Pacific, Inc. or their successors and assigns. Obligee may make multiple demands for payment and performance under this Bond according to the procedures stated above, and may make demand at one time for all Adverse Consequences it anticipates arising from or relating to Principal's breach of its obligations under the Contract, provided that in no event shall Surety's obligations hereunder exceed \$4,000,000. For purposes of this Bond, "Adverse Consequences" means all actions, suits, proceedings, hearings, investigations, charges, complaints, claims, demands, injunctions, judgments, orders, decrees, rulings, damages, dues, penalties, fines, costs, amounts paid in settlement, liabilities, obligations, taxes, liens, losses, expenses, and fees,

including court costs and reasonable attorneys' fees and expenses.

- d. The parties acknowledge that under the terms of the Contract, Principal may assign its obligations under the Contract to a wholly-owned subsidiary, without, however, releasing Principal of its obligations under the Contract. Surety acknowledges that its obligations hereunder survive regardless of whether the obligations of Principal under the Contract are or were to be performed by Principal or its successors or assigns.
3. No claim, action, suit or proceeding, except as herein set forth, shall be had or maintained against the Surety pursuant to this Bond unless the same be brought or instituted and process served upon the Surety within one (1) year after the completion or termination of the Contract.
4. The Bond may be extended for additional terms at the option of the Surety, by Continuation Certificate executed by the Surety.
5. Neither non-renewal by the Surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute loss to the Obligee recoverable under this bond.
6. In no event shall the liability of the Surety hereunder exceed the penal sum hereof (namely, \$4,000,000).
7. Surety further acknowledges and agrees that (i) Obligee is independent of any agency of the State of Maine with regulatory authority over any aspect of the Landfill or performance of the Contract (an "Agency") such that, among other things, any act or inaction by any such Agency shall not be attributable to Obligee and shall not under any circumstances limit or excuse performance by Surety under this Bond and (ii) any approval, disapproval or conditioned approval by an Agency of a contractor tendered by Surety to perform the Contract is an act independent of the Obligee and shall not limit or excuse performance by Surety under this Bond and (iii) any security held or procured by any Agency with respect to the operation or closure of the Landfill shall not reduce or limit the obligation of Surety hereunder.
8. Surety agrees that the Contract may be amended from time to time without notice to or approval by the Surety.
9. The obligations of Surety and Principal hereunder are joint and several. No past or future act or omission of Principal shall excuse or limit the obligation of Surety to perform under this Bond.

10. Any claim or controversy relating in any way to this Bond shall be governed and interpreted exclusively in accordance with the laws of the State of Maine.
11. Surety's obligation under this Bond may not be assigned without obtaining the prior written consent of the Principal, the Surety and the Oblige.
12. The Bond shall not be amended, modified or changed in any way without obtaining the prior written consent of the Oblige, which consent may be granted or withheld in the sole discretion of Oblige.
13. Without limiting the terms of Section 11 hereof, this Bond shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors (whether by sale, assignment, transfer, merger, other acquisition, operation of law, or court ruling) and/or permitted assigns.
14. Except as otherwise specified herein, Surety hereby waives any and all suretyship defenses.

(The remainder of this page is intentionally left blank.
The signature page follows this page.)

Signed, sealed and executed this _____ day of February, 2004.

Witness

CASELLA WASTE SYSTEMS, INC.

Name:

By: _____

Name: _____

Its _____

EVERGREEN NATIONAL SURETY
COMPANY

By: _____
Name:

By: _____

Name: _____

Its _____

SEEN AND AGREED TO

STATE PLANNING OFFICE

By: _____

Its: _____

EXHIBIT D

10. EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this Agreement, Casella (hereinafter, the "Provider") agrees as follows:

- a. The Provider shall not discriminate against any employee or applicant for employment relating to this Agreement because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, unless related to a bona fide occupational qualification. The Provider shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, or physical or mental disability.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

- b. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Agreement, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability.
- c. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining agreement, or other agreement or understanding, whereby it is furnished with labor for the performance of this Agreement a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.

- e. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.
- f. Contractors and subcontractors with contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs.
- g. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

11. EMPLOYMENT AND PERSONNEL. The Provider shall not engage any person in the employ of any State Department or Agency in a position that would constitute a violation of 5 M.R.S.A. § 18 or 17 M.R.S.A. § 3104. The Contractor shall not engage on a full-time, part-time or other basis during the period of this Agreement, any other personnel who are or have been at any time during the period of this Agreement in the employ of any State Department or Agency, except regularly retired employees, without the written consent of the State Purchases Review Committee. Further, the Provider shall not engage on this project on a full-time, part-time or other basis during the period of this Agreement any retired employee of the Department who has not been retired for at least one year, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

12. STATE EMPLOYEES NOT TO BENEFIT. No individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise there from directly or indirectly that would constitute a violation of 5 M.R.S.A. § 18 or 17 M.R.S.A. § 3104. No other individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise there from directly or indirectly due to his employment by or financial interest in the Provider or any affiliate of the Provider, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

14. ACCESS TO RECORDS. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Agreement and make such materials available at its offices at all reasonable times during the period of this Agreement and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested.