

FIRST AMENDMENT
TO
OPERATING SERVICES AGREEMENT
BETWEEN
CASELLA WASTE SYSTEMS, INC
AND
STATE OF MAINE, ACTING BY AND THROUGH ITS
EXECUTIVE DEPARTMENT, STATE PLANNING OFFICE

This is the First Amendment to the Operating Services Agreement ("Agreement") between Casella Waste Systems, Inc. ("Casella") and State of Maine, State Planning Office ("State"), which was entered into on February 5, 2004.

1. Section 4.2 (b) is amended to read:

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 fifth 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 and application for the Expansion Permit of 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.

2. Except as expressly provided in this First Amendment, the Agreement remains in full force and effect.

Dated: 7/28/06

CASELLA WASTE SYSTEMS, INC

By: 

Name: Brian Oliver

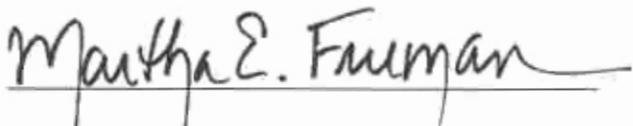
Its: Vice President, Casella Northeast Region

WITNESS:


(name)

Dated: July 24, 2006

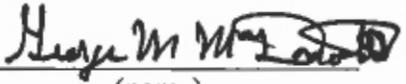
STATE OF MAINE, Acting by and through
its Executive Department, State Planning Office

By: 

Name: Martha E. Freeman

Its: Director

WITNESS:


(name)