

# TOWN OF BETHLEHEM

2155 MAIN STREET • POST OFFICE BOX 189 • BETHLEHEM, NEW HAMPSHIRE 03574  
603-869-3351/ 869-2042 fax 603/869-2280 email tobeth@adelphia.net

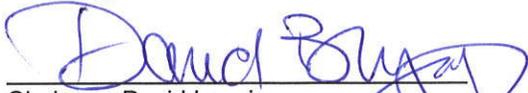
January 12, 2012

This letter is in response to statements made to the effect that the additional guarantees of Casella (NCES's parent corporation) somehow invalidated or nullified the terms set forth in the Memorandum of Agreement. This assertion has no merit. The guarantees add to the protection for the Town, they do not limit it. That was the intent of both parties in negotiating that stipulation.

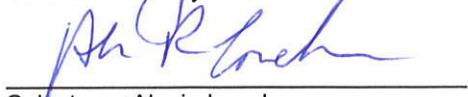
After the Memorandum of Agreement was signed, we nevertheless asked NCES for further concessions and they agreed to them. Despite the fact that the general successors and assigns clause covers any part of the Final Agreement, *e.g.*, should NCES dissolve and assign all of their interest to the parent or some other independent third party, we sought additional protection and Casella agreed. We sought and obtained a provision by which Casella guaranteed performance on several of the major points of the final agreement.

The supplemental agreement with Casella is legally analogous to obtaining the signature of a co-guarantor on a loan agreement. One party is primarily responsible and the second party must step in if the first party cannot meet its obligation. In no way does it supersede or abrogate the contractual terms contained in the Memorandum of Agreement.

Sincerely,

  
Chairman David Lovejoy

  
Selectman Sandy Laleme

  
Selectman Alecia Loveless

  
Vice Chairman Michael Culver

  
Selectman Jerry Blanchard

