

BENEFITS AGREEMENT

This Benefits Agreement (the "Agreement") is made as of this 31ST day of December, 2013 by and between the Town of Perinton, a municipal corporation organized under the laws of the State of New York, 1350 Turk Hill Road, Fairport, New York 14450 (hereinafter "Town") and Waste Management of New York, L.L.C., a Delaware limited liability company, 425 Perinton Parkway, Fairport, New York 14450 (hereinafter "WMNY").

WITNESSETH:

WHEREAS, WMNY owns and operates a private solid waste landfill in the Town and in the Town of Macedon known as High Acres Landfill and Recycling Center which is permitted by the New York Department of Environmental Conservation (the "DEC") for the disposal of certain wastes (the "Facility");

WHEREAS, this Facility has served the Town, its residents and other customers since 1972;

WHEREAS, the Town and WMNY desire to continue to have the Facility operate and to utilize the Facility for the disposal of acceptable waste streams generated from within and without the Town;

WHEREAS, WMNY and the Town entered into a contract, dated May 1, 1977 for the "Furnishing, Operating and Restoring of a Sanitary Landfill", which contract, as amended, was extended until December 31, 2011 and thereafter has been extended on a month-to-month basis (hereinafter "Town Agreement") which agreement set forth certain parameters related to the operation of the Facility;

WHEREAS, WMNY and the Town desire to set forth their understanding with respect to the continued operation of the Facility and to set forth certain terms to ensure the proper operation of the Facility and the availability of disposal capacity for solid waste generated by Town residents and other customers of WMNY and to supersede and restate the rights and obligations of the parties related to the Town Agreement as more fully set forth herein; and

WHEREAS, it is the intent of the parties to continue this Agreement or a similar agreement for as long as the Facility continues to accept waste within the Town.

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, and the premises and the covenants set forth herein, the parties agree as follows:

I. TERM.

This Agreement is effective upon approval from the Perinton Town Board and shall terminate upon the first to occur:

- (a) on December 31, 2018, provided however, this Agreement shall continue after such date on a month-to-month basis until the parties enter into a new agreement;

(b) the Facility ceases accepting Municipal Solid Waste (as defined below) for permanent landfilling for any reason; or

(c) the Facility, for whatever reason, loses its permits, licenses or approvals to operate as a solid waste facility.

II. DISPOSAL / COMPOSTING.

1. (a) For the purpose of this Agreement, the term “Municipal Solid Waste” and “MSW” shall mean Solid Waste as defined in 6 NYCRR Part 360 of the Code of Regulations of the New York Department of Environmental Conservation, Section 360-1.2(a) Solid Waste and Related Terms. MSW shall not contain any regulated quantity of Hazardous Waste as defined in 6 NYCRR Part 371 of the Code of Regulations of the New York State Department of Environmental Conservation, or other Unauthorized Waste as defined under 6 NYCRR Part 360 of the Code of Regulations of the New York State Department of Environmental Conservation, Section 360-2.17(b), Waste Placement Requirements. Unauthorized Waste shall also include any material which, in the sole opinion of WMNY is deemed unacceptable for disposal at the Facility.

(b) For the purposes of this Agreement, the term “Beneficial Use Materials” or “BUD” shall mean any materials that are defined for beneficial use under 6 NYCRR Part 360 of the Code of Regulations of the New York State Department of Environmental Conservation, Section 360-1.15, Beneficial Use, or for which WMNY has received DEC approval to beneficially use, pursuant to Section 360-1.15 (d), Case Specific Beneficial Use Determinations. Town approval for the classification of a waste as a “Beneficial Use Material” is not required. However, WMNY upon request of the Town, shall provide the Town with copies of any requests made to the DEC for “Beneficial Use Determinations” and shall also provide copies of any and all DEC beneficial use decisions regarding those requests.

2. The Town acknowledges that the Facility may accept Municipal Solid Waste generated within and without the Town, the County of Monroe and the State of New York as per the permits issued by the DEC and the delivery of such Municipal Solid Waste may be by means available to the Facility.

3. During the term of this Agreement and while the Facility is accepting MSW for permanent landfilling any resident of the Town or of the Village of Fairport who wishes to transport MSW in personal vehicles to the Facility will be permitted access to the Facility during normal hours of operation as set forth herein by WMNY provided:

(a) such resident displays, in clear view, a window decal issued by the Town for purposes of residential identification;

(b) all MSW must be generated from such residents’ personal residence; and

(c) quantity per trip shall be limited to one (1) cubic yard: a cubic yard being approximately 7 (30 gallon) garbage bags or barrels. Any amount delivered in excess of (1) cubic yard shall be charged at the gate rate in accordance with paragraph 4 below, with a 1/4 ton minimum charge. Decals shall be provided by WMNY to the Town for issuance and the residents will then be charged the appropriate disposal fee by WMNY set forth below.

(d) Residential disposers with appropriate decals for up to one cubic yard of MSW will be charged a residential disposal fee posted at the Facility which will initially be set at Five Dollars (\$5.00) per residential vehicle. The residential disposal fee shall not increase by more than One Dollar (\$1.00) in any twelve (12) month period and such increase shall require Town Board approval. WMNY may establish a drop-off location for residential vehicles.

4. WMNY has established a gate rate for disposal fees for MSW and other materials disposed of at the Facility. WMNY shall have the right to increase or decrease said gate rate at its discretion. Price increases or decreases by WMNY are not to be subject to Town approval. However, WMNY shall notify the Town of any such changes within 30 days of implementation.

5. During the term of this Agreement and while the Facility is accepting MSW for permanent landfilling no disposal fee will be charged to the Town for the first 5,000 tons per year of MSW generated by the Town as a result of Town special projects (i.e. road cleaning; DPW yard maintenance; street sweeping; etc), demolition materials from Town-owned buildings or properties, contaminated soils from Town-owned properties. All MSW hereunder shall be delivered by Town or by Town contractors with written authorization from the Town. Should the Town or its contractor, representative or agent engage in the residential or commercial collection of MSW in all or any part of the Town, the Town may dispose of the MSW at the Facility at the posted gate rates then established by WMNY.

6. During the term of this Agreement and while the Facility is accepting MSW for permanent landfilling no disposal fee will be charged to the Village of Fairport for the first 125 tons per month of MSW delivered by Village or by Village contractors with written authorization from the Village; tonnage in excess of 125 tons per month shall be charged a disposal fee in accordance with posted gate rates at the Facility. WMNY will also accept from the Village of Fairport, at no cost to the Village, all leaf waste generated during the Fall for the purpose of composting such materials provided WMNY continues to maintain a permit for such operation and at the time of delivery of such material there is capacity to accept the leaf waste.

7. In accordance with paragraph 5 above, no disposal fee will be charged to the Town for:

(a) materials delivered from the Department of Public Works or any solid "special waste" subject to the volume limitation outlined in paragraph 5 above;

(b) leaves and wood (yard waste) for the composting and chipping thereof;

(c) MSW delivered via Town or Town-contractor vehicles subject to the volume limitation in paragraph 5 above.

The right of the Town to deliver yard waste to WMNY shall at all times be subject to WMNY maintaining a permit to accept such materials for composting and WMNY having capacity to accept such material at the time of delivery. WMNY shall continue to maintain such permit for the acceptance of yard waste and composting and shall continue to operate such as long as the Facility continues to accept waste and the operation of the compost is commercially viable.

8. During the term of this Agreement and while the Facility is accepting MSW for permanent landfilling WMNY also agrees to provide containerized solid waste collection services as set forth below, containers to the Town's Town Hall, DPW garage, and Town Parks at no cost or fee to the Town. The Table of Services shall be reviewed and mutually agreed to on an annual basis by WMNY and the Town's Supervisor. Notwithstanding the above, the average annualized benefit to the Town for these services shall not exceed the amount of \$30,000.00.

Location	Account #	Location	Dumpster Size
Center Park East	806150388	Ayrault Road	6 yard
Egypt Park	8066083	Victor-Egypt Road	6 yard
Fellows Road Park	8066959	Fellows Road	8 yard
Kreag Road Park	8066084	Kreag Road	6 yard
Park Operation Center	806145057	50 Cobb's Lane	8 yard
Perinton Park	8066082	O'Connor Road	10 yard
Spring Lake Park	8065775	West Whitney Road	6 yard
Perinton Town Hall	80634004	1350 Turk Hill Road	8 yard
White Brook Park	806296313	Aldrich Road	4 yard
Department of Public Works		100 Cobb's Lane	20 yard 4 yard (cardboard recycling)

The services to be performed for these locations shall be performed weekly, in-season and during off-season as often as agreed to by WMNY and the Town.

9. WMNY shall be permitted to deliver to the Facility all materials permitted by the DEC under its permits, MSW for disposal, Beneficial Use Determination Materials (BUD) that have been approved by the DEC as alternative daily cover, and yard waste (leaves, garden debris and small or chipped branches) for recycling.

10. Yard waste shall be delivered by the Town in vehicles owned and operated by the Town or its contractors, with yard waste generated in the ordinary course by residents within the Town. The obligation to accept such material is subject to WMNY

maintaining a permit to accept such materials at the Facility and there being acceptable capacity for such materials. The specifications and requirements for delivery of this material by the Town to the Facility are outlined in Exhibit A. The Town acknowledges that it is the primary source of yard waste for the compost and yard waste operations located at the Facility. WMNY shall permit the Town to pick-up at the Facility at no cost double-ground wood chips and composted leaf materials assuming that the raw materials have been provided by the Town. WMNY shall not guarantee the quantity or quality of any of these products, except that provided WMNY maintains its DEC permit to compost, such compost shall create wood chips in a quantity of up to 4,500 yards per year (compost and wood chips). WMNY shall have no obligation to procure such material for the Town. WMNY shall continue to maintain such permit for acceptance of yard waste and composting and shall continue to operate such as long as the Facility and the surrounding properties can accommodate the current location of these operations and such operations are mutually commercially beneficial to the Town and WMNY.

11. In accordance with section 205 of the Code of the Town and for as long as such Code shall prohibit the disposal of Natural Gas and/or Petroleum Extraction, Exploration or Production Wastes, no disposal of such materials shall be disposed of in the portion of the Facility located in the Town of Perinton.

12. At no time shall the waste water treatment plant sludge accepted for disposal at the Facility located in the Town exceed 10% of all other waste streams accepted for disposal at the Facility as measured on a monthly basis.

13. WMNY shall not accept for disposal at the Facility hazardous waste, hazardous ash or nuclear waste, regulated medical waste, PCB's having greater than 50 PPM, de-characterized hazardous waste which has been treated in accordance with the requirements of 6 NYCRR 376 and no portion of the Facility shall be used for the burning of waste.

III. ANNUAL VOLUME.

The Facility will not accept any volume of MSW for disposal which is greater than that permitted by the DEC or the Town of Perinton for disposal within the Town, which is 3,500 tons per day based on an annual average. Volume limits do not include Beneficial Use Materials, yard waste, recyclables, materials for construction or other materials not intended for disposal.

IV. COUNTY REFUSE.

WMNY shall request that all vehicles transporting solid waste to the Facility from sources controlled by the County of Monroe follow Route 441 to Route 350, South on Route 350 to Route 31F, and West on Route 31F to Perinton Parkway. Any deviation from this routing must be approved in writing, in advance, by the Town.

V. TOWN ROYALTY.

WMNY agrees to make the following payments to the Town:

(a) Benefits payments (“Benefits”) on all materials to be permanently landfilled in that portion of the Facility located in the Town of Perinton, upon which a gate fee is charged, including, but not limited to, MSW, sludge, special waste, construction debris, bulky wastes, solidified wastes, but excluding yard waste, recyclables and Beneficial Use Materials (BUD) materials, shall be Three and 20/100’s Dollars (\$3.20) per ton and Benefits payments on all BUD materials shall be One and 35/100 Dollars (\$1.35) per ton (MSW and BUD shall collectively be referred to in this section as “Landfilled Materials”), payable as follows:

- So long as Landfilled Materials are being accepted and permanently landfilled at the Facility in the Town WMNY shall pay such Benefits on a monthly basis. To accommodate the budgeting concerns of the Town, WMNY agrees to make a monthly payment to the Town of \$83,333.33 (the “Guaranteed Payments”) up to \$1,000,000.00 per year which Guaranteed Payments shall be an advance of the Benefits to be paid on the airspace available at the Facility located in the Town and shall be based the remaining calculated airspace of the Facility in the Town. The Guaranteed Payments shall off-set all Benefits that may be due hereunder on a per ton basis, provided however, if the Facility averages accepting under 500 tons of Municipal Solid Waste per day for permanent landfilling WMNY shall not be obligated to make the Guaranteed Payments but shall be required to pay the Benefits based on a per ton basis, and

- at the end of each calendar year, WMNY shall determine the actual amount of Landfilled Materials permanently landfilled in that portion of the Facility located in the Town and shall calculate the Benefits payments based on the amount per ton of Landfilled Materials at the applicable per ton rate set forth above. Any such calculation shall include an estimate of the remaining airspace of the Facility located in the Town. Except as set forth above, such Guaranteed Payments shall be made until there is 300,000 cubic yards of airspace available at the Facility in the Town.

(b) Should the average gate rate of any customer at the Facility for the permanent landfill disposal of MSW be above forty (\$40.00) dollars per ton, the Town shall receive eight (8.0%) percent of the difference between Forty (\$40.00) dollars per ton and the actual average per ton rate paid for the permanent landfill disposal of MSW. This fee adjustment shall include environmental surcharges collected, but exclude any fuel surcharges, special handling fees, taxes, surcharges, host fees or Benefit payments. Furthermore, special or profiled wastes (i.e. asbestos, sludge, dusty loads, etc) are excluded from this fee adjustment since they, by their very nature, have special handling requirements and higher costs associated with the disposal of such items. Should the average rate charged per ton by WMNY to all affiliates of WMNY (any company that is jointly reported for federal tax purposes with WMNY) for the permanent landfilling of

MSW or construction and demolition waste exceed \$40.00 per ton for disposal, the Town shall receive a Benefits payment of eight percent (8%) of the difference between Forty (\$40.00) dollars per ton and the actual average rate paid for the permanent landfilling of MSW. Yard waste, recyclables and any other material that may be handled and re-directed, but not permanently disposed in the landfill, shall not be subject to the Benefits payment.

(c) Within 30 days of the end of each month, an accounting will be prepared by WMNY and delivered to the Town setting forth the Landfilled Materials delivered at the Facility within the Town, the Benefits due on a per ton basis and any off-set or credit that may be due to the Guaranteed Payments. In December of each year a calculation will be made to determine if additional money is due the Town based on the volume of Landfilled Materials placed in the Town and a payment will be made by December 31st of that year. Activity for December will be trued up on January of the following year.

(d) Within 60 days of the end of each year, an accounting will be prepared by WMNY and delivered to the Town in accordance with the second paragraph of (a) above, which shall include a good faith estimate if the remaining airspace available in the Town for disposal.

(e) In the event legislation is passed which is applicable to the Facility, and which requires the payment of a host benefit, royalty, or other compensation to the Town, WMNY shall be liable for payment to the Town of the greater of said compensation or the Benefit payments hereunder, but not both.

(f) Notwithstanding the provisions of this Section VII, should WMNY at this Facility pay a royalty rate (the "Most Favored Royalty") to the Town of Macedon greater than the Benefit payment being paid to the Town under this Agreement for disposal of MSW in the Town of Macedon, such Benefit payment being paid by WMNY to the Town shall be immediately increased to equal the Most Favored Royalty.

VI. OFF-SITE IMPACTS.

The Town acknowledges that the Facility is an industrial site with various components, it is possible that off-site impacts such as visual, aural or olfactory may emanate from the Facility. Should this occur, WMNY shall take immediate steps to mitigate this impact. A reasonable time period shall be given for compliance based on the nature of the impact. For example, a visual impact of machinery parked on the peak of the landfill overnight or noises audible at points off WMNY property can be cured immediately. Gas odors, depending on the cause, may take longer but, in this instance, shall not take longer than six months. In the event that such an impact cannot be mitigated within the six months, the Town shall consult with WMNY regarding restricting waste streams and/or require modifications to operating procedures, all in accordance with the Facility's permits and applicable law. WMNY shall operate the Facility in accordance with, and subject to, the Town's special use permit related to the Facility.

VII. CURBSIDE RECYCLING.

(a) WMNY has historically provided curbside recycling collection to residents of the Town who participate in the blue box system, however, WMNY does not provide such service to commercial establishments under this Agreement. WMNY shall continue such service hereunder for as long as the Facility is accepting MSW for permanent landfilling in the Town. WMNY shall provide containers to the residents as may be required under applicable law. WMNY shall not be liable for the costs of any deviations from the current blue box program. WMNY will provide the Town a quarterly report, within thirty (30) days of the end of a quarter, as to the volume of recyclable material collected by WMNY in the Town. In addition, WMNY will rebate the Town ten dollars (\$10.00) per ton for each ton processed (paper and commingled bottles and cans), excluding residue tonnage. This payment will be indexed based on the Official Board Market (OBM) – Buffalo – ONP (8) High. Should the value of ONP (i) High exceed \$100 per ton, WMNY will increase the rebate by two dollars (\$2.00) per ton for every ten dollars (\$10.00) increase over the \$100 benchmark. Conversely, should the value of ONP (8) drop below forty dollars (\$40.00) per ton, the rebate will be reduced by two dollars (\$2.00) per ton for every ten dollars (\$10.00) decrease below forty dollars (\$40.00). At no time will the Town of Perinton be charged disposal or processing fees for this material should these materials have zero or negative market value.

(b) If the Town should opt to perform such service or have all haulers provide curbside recycling to their customers in the Town, WMNY shall, for as long as WMNY is disposing at the Facility located in the Town, assist the Town in its recycling efforts by paying to the Town a monthly payment in the amount of \$27,084.00 until the aggregate sum of \$325,000.00 is paid to the Town each year. If the Town decides to perform such services for its residents and the residents of the Village or have the existing haulers perform such service, then WMNY agrees to provide the Village with a serviceable Recycling Truck that is less than 5 years old.

VIII. END USE PLAN.

Within the parameters of the Facility's End Use Plan, WMNY agrees to consult with the Town regarding prospective uses of the Facility following cessation of active landfill operations.

IX. COMPLIANCE WITH LAWS.

WMNY shall operate and maintain the Facility in compliance with all applicable federal, state and local laws. Notwithstanding anything to the contrary contained herein, if WMNY's ability to operate the Facility is interrupted, terminated, or otherwise adversely affected by the rescission or modification of any permits, licenses, or approvals, by any governmental agency, whether state, federal or local or because of any Act of God or situation beyond the reasonable control of WMNY, including employee strikes, then this Agreement shall be null and void upon notice to the Town. If, within one hundred twenty (120) days of such notice, the Facility is able to resume similar operations then this Agreement shall, upon subsequent notice to the Town, be in force as if no interruption had occurred during the period in question. WMNY, however, shall have no liability to the Town for any payments or damages whatsoever which may accrue to the

Town or the Village during the period of time in which WMNY was prevented from disposing of MSW pursuant to this Agreement. Neither party, therefore, shall have any cause of action for damages or consequential damages arising out of the termination of this Agreement because of the inability of the Facility to receive MSW from the Town or Village if the said inability resulted from the termination or expiration of any permits, licenses, or approvals, or any emergency situation or any condition beyond the reasonable control of the parties.

WMNY shall fully comply with DEC 6NYCRR Part 360 Regulations as it relates to construction, operation and management of the Facility. Special attention shall be given to the following:

- daily cover
- intermediate cover
- landfill gas management

X. HOURS OF OPERATION.

1. Operations directly related to the acceptance and disposal of solid waste at the Facility shall be limited to the following:

Monday through Friday	6:00 a.m. to 4:30 p.m.
Saturday	6:00 a.m. to 2:00 p.m.
Saturday following a Major Holiday*	6:00 a.m. to 4:30 p.m.

The landfill shall not be operated on Sundays or Major Holidays.

2. Placement of daily cover shall be limited to the following:

Monday through Friday	6:00 a.m. to 6:30 p.m.
Saturday	6:00 a.m. to 4:30 p.m.
Saturday following a Major Holiday*	6:00 a.m. to 6:30 p.m.

3. Landfill related activities not directly related to the disposal of solid waste may be conducted under the following schedule:

October 1, to March 31	
Monday through Saturday	5:00 a.m. to 6:30 p.m.
April 1 to September 30	
Monday through Saturday	4:30 a.m. to 8:30 p.m.

*Major Holidays shall include New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.

These activities include road maintenance, "dress-up" of landfill side slopes, cleaning of sedimentation ponds, extension and connection of gas recovery wells, repair of drainage ditches and erosion control systems, repair of litter fences, and the like.

No activities that will adversely impact neighboring residences may commence prior to 6 a.m.

4. There will be no restrictions on activities which do not require the operation of equipment. These activities shall include equipment maintenance, snow removal, facility maintenance (such as electrical or phone repair), office personnel, power plant operations, and the like.

5. WMNY shall notify the Town, in writing, of operating hours for special projects before beginning the project. Special projects shall include such items as final cover system placement, liner construction, installation and decommissioning of groundwater monitoring wells, and the like.

XI. INSURANCE.

1. WMNY shall provide the Town annually with evidence of insurance, issued by a carrier qualified to do business in the State of New York, in the amounts and coverage set forth below or such other amounts as the parties may agree from time to time:

(a) Commercial General Liability Insurance and Umbrella Liability Insurance. WMNY shall maintain commercial general Liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$10,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location. The Umbrella Liability shall follow the underlying forms and it shall be so stated on the Certificate of Insurance.

(b) CGL insurance shall be written on ISO occurrence form “CG | 00 01 12 07” (or its equivalent) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract and this contract is to be listed as an insured contract (including the tort liability of another assumed in a business contract).

(c) The Town of Perinton shall be included as an additional insured under the CGL, using ISO additional insured endorsement “CG 2011 01 96” and “CG 20 10 11 85” or its equivalent. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to The Town of Perinton. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, The CGL states “That it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.”

(d) Waiver of Subrogation. WMNY waives all rights against the Town and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Commercial General Liability or Commercial Umbrella Liability insurance maintained pursuant to paragraph (a) of this Agreement.

(e) Contractor's Pollution Liability with a limit of \$10,000,000 each claim and an annual aggregate of \$10,000,000.

(f) Contractor (Facility) shall purchase pollution Legal liability and maintain in force for the duration of the Contract insurance for pollution legal liability applicable to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed; third party off-site cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims; all in connection with any loss arising from the this specific Facility. Coverage shall be maintained in an amount of at least \$10,000,000 per loss, with an annual aggregate of at least \$20,000,000 specifically.

(g) Coverage as required in paragraph (f) coverage written to include sudden and non-sudden pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, waste materials, or other irritants, contaminants, or pollutants.

(h) Automobile Liability – WMNY shall provide evidence of Business Automobile Liability insurance with limits not less than \$1,000,000 each accident. The Business Automobile Liability must include coverage for liability arising out of the use of all owned, leased, hired and non-owned automobiles.

(i) Workers Compensation and Employers Liability – WMNY shall provide evidence of Statutory Employers Liability insurance limits of \$100,000 each accident, \$100,000 each employee and \$500,000 policy limit as required for New York State.

(j) Insurance as required in paragraphs (a -i) shall be placed with Insurers acceptable to the Town.

(k) If coverage as required in paragraph (f) is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 5 years beginning from the time that work under this contract is completed.

(l) Contractor shall provide to the Town a certificate of insurance documenting the existence of coverage as required in Section 13 (XIII) of this contract. The certificate shall be signed by a person authorized by the insurer to bind coverage on its behalf as described in the certificate. Such certificate shall be delivered to Town of Perinton before work under this contract commences.

(m) The Town is to receive a minimum of 60 days' notice of cancellation *or* non-renewal. Such notice shall be given in writing to the Supervisor of the Town.

(n) WMNY will provide 100% of the obligations required by the appropriate authorities in the event of the closure/post closure of the Facility. The

collateral required will be decided by the overseeing authority and can be bonds, letters of credit, cash or appropriate insurance.

2. WMNY shall direct its insurance carriers to name the Town as an additional insured where appropriate in the context of the coverage. Such coverage is to be primary and non-contributory in so far as the Town of Perinton and its insurance program.

XII. INDEMNIFICATION.

WMNY agrees to indemnify and save harmless Town from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses incidental thereto (including cost of defense, settlement and attorney's fees), which any or all of them may hereafter suffer, incur, be responsible for or pay out as a result of bodily or personal injuries (including death) to any person, damage (including loss of use) to any property (public or private), including clean up and related costs directly or indirectly caused by or arising out of breach of any of the terms hereof by WMNY, or the willful misconduct or negligent act or omission of WMNY, its employees or subcontractors in the performance of this Agreement whether occasioned by environmental pollution or other cause arising from the general operation of the Facility. The foregoing notwithstanding, WMNY shall not indemnify the Town from any such liabilities or costs arising from the negligence or willful misconduct of the Town, its employees, residents and agents or third parties not under contract to or control of WMNY.

XIII. GOVERNING LAW.

This Agreement shall be governed by the laws of the State of New York.

XIV. ENTIRE AGREEMENT.

The parties hereto understand and acknowledge that this Agreement and the terms herein represent the entire and complete agreement between the parties, and all prior agreements between the parties, whether written or oral, are deemed to have been merged herein including the Town Agreement.

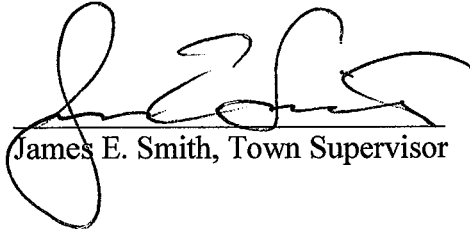
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WITNESS OUR HAND AND SEAL this 31st day of DECEMBER, 2013.

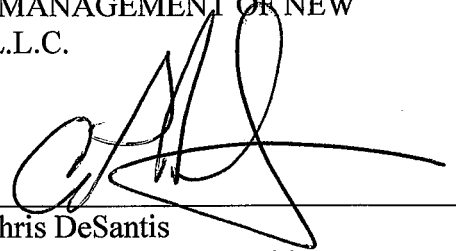
THE TOWN OF PERINTON

WASTE MANAGEMENT OF NEW
YORK, L.L.C.

BY:


James E. Smith, Town Supervisor

BY:


Chris DeSantis
Market Area Vice President

APPROVED BY RESOLUTION OF THE TOWN BOARD

Dated: 12/30/2013.

EXHIBIT A

Wood and Brush Specifications

Material	Specifications
Wood and Brush	Free of debris
	Trees less than 36 inches in diameter
	Less than 8 feet in length
	Only natural wood — no pallets, crates, furniture or other wood like products
Leaves	Receive “loose” in trucks
	Free of debris and garbage
	Free of plastic bags
	Free of wood, trees, and brush