

# ***2007 Host Community Agreement***

between the

***Town of Seneca Falls***

and

***Seneca Meadows, Inc***

## **2007 HOST COMMUNITY AGREEMENT**

**THIS AGREEMENT**, made this 16th day of May, 2007, by and between **SENECA MEADOWS, INC.**, a corporation duly organized and existing under the laws of the State of New York and having its offices at 1786 Salcman Road, Waterloo, New York 13165 (hereinafter referred to as "**Seneca Meadows**"); and the **TOWN OF SENECA FALLS**, a municipal corporation duly organized and existing under the laws of the State of New York and having its offices at 10 Fall Street, Seneca Falls, New York 13148 (hereinafter referred to as the "**Town**").

**WHEREAS**, Seneca Meadows is a duly formed corporation under the laws of the State of New York; and,

**WHEREAS**, Seneca Meadows and the Town are parties to an agreement entered on December 16, 1998 ("1998 Host Community Agreement"), concerning the operation of an existing landfill facility, consisting of the 108-acre Existing Landfill and the 72-acre Southeast Landfill, which is owned and operated by Seneca Meadows under the authority of permits issued by the New York State Department of Environmental Conservation and the Town; and,

**WHEREAS**, Seneca Meadows has applied for permits from the New York State Department of Environmental Conservation, the U.S. Army Corps of Engineers, and the Town to construct a 178-acre expansion (hereinafter referred to as the "Landfill Expansion") to be located adjacent to its existing landfill facility; and,

**WHEREAS**, the Town Board and Zoning Board of Appeals, Town of Seneca Falls, as involved agencies under the State Environmental Quality Review Act, Article 8, of the Environmental Conservation Law (SEQRA), will be authorized to issue the appropriate findings for the Landfill Expansion after consideration of the Final Generic Environmental Impact Statement and the Final Supplemental Environmental Impact Statement being prepared for the Landfill Expansion under the supervision of the New York State Department of Environmental Conservation, which is acting as lead agency; and,

**WHEREAS**, the parties hereto believe that their mutual best interests will be served by the execution of this Agreement which specifies their respective rights, interests and obligations relative to construction and operation of the Landfill Expansion (subject to the findings required to be made pursuant to SEQRA) and the operation of the Existing and Southeast Landfills; and,

**NOW, THEREFORE**, in consideration of the mutual promises hereinafter set forth, the parties hereto agree as follows:

## **I. PURPOSE.**

The purpose of this Agreement is to define the rights, interests and obligations of the parties regarding the construction, operation, closure, and post-closure of the existing and proposed solid waste management facility and appurtenant facilities, located in the Town and to mitigate the potentially significant adverse impacts to the Town of Seneca Falls including impacts on community character, visual impacts, impacts to historic and cultural resources, air quality, light pollution, dust, litter, surface and ground water quality, noise, fire prevention and protection, truck traffic, diesel fuel emissions and related local concerns. Unless otherwise specified, the terms of this Agreement apply to the solid waste management activities at the Facility including the Existing Landfills and the Landfill Expansion.

## **II. DEFINITIONS.**

The terms set forth in this Agreement shall have the meanings ascribed to them herein, for all purposes of this Agreement, unless the context clearly indicates some other meaning. Words in singular shall include the plural and words in the plural shall include the singular where the context so requires.

- A. "Agreement" means this 2007 Host Community Benefit Agreement and any and all amendments, appendices or schedules attached hereto.
- B. "Facility" means "solid waste management facility" as defined in section 103-6 of the Code of the Town of Seneca Falls and DEC regulations at 6 N.Y.C.R.R. § 360-1.2(b)(158) as specifically delineated in Appendix "A" attached hereto.
- C. "DEC" is the "New York State Department of Environmental Conservation" created by Chapter 140 of the Laws of 1970, and having the jurisdiction, powers, and duties described in the Environmental Conservation Law of the State of New York, or any successor thereto.
- D. "Hazardous Waste" shall have the meaning set forth in the state regulations at 6 N.Y.C.R.R. Part 371 et seq.
- E. "Landfill" shall mean those areas used for disposal of solid waste which are permitted by DEC and the Town and delineated in Appendix "A" attached hereto.
- F. "Landfill Expansion" means the areas for which Seneca Meadows has submitted applications to the Town, DEC, and the U.S. Army Corps of Engineers for the

expansion of its landfill. The locations are more specifically delineated in Appendix "A" attached hereto.

- G. "Local Laws of the Town of Seneca Falls" means the laws, codes and ordinances duly enacted by the Town of Seneca Falls.
- H. "Solid Waste" shall have the meaning as defined in 6 N.Y.C.R.R. § 360-1.2 in effect on the date of this Agreement.
- I. "Solid Waste Regulations" shall mean the regulations in effect on the date of this Agreement promulgated by DEC governing the construction, operation, management, closure and post closure, maintenance and security for solid waste management facilities and the treatment handling and disposal of solid waste.
- J. "State Environmental Quality Review Act" ("SEQRA") shall mean Article 8 of the Environmental Conservation Law of the State of New York and the implementing regulations set forth in 6 N.Y.C.R.R. Part 617.
- K. "Town" means the municipal corporation known as the Town of Seneca Falls in Seneca County, State of New York, and, depending upon the context, the geographic area thereof.
- L. "Town Board" means the Town Board of the Town of Seneca Falls.
- M. "USACOE" is the U.S. Army Corps of Engineers from whom Seneca Meadows is seeking a Clean Water Act Section 404 permit.

### **III. RESTRICTION ON FACILITY OWNERSHIP AND TRANSFER.**

- A. This Agreement is applicable to Seneca Meadows, its successors and assigns, and to all parties to which Seneca Meadows transfers any or all of its ownership interests or contracts or subcontracts concerning management and/or operations in, and responsibilities for, the Facility.
- B. In the event that Seneca Meadows proposes to sell, lease or otherwise transfer ownership or control of the Facility, Seneca Meadows shall notify the Town at least 60 days prior thereto, and provide written proof that any such successor or assign has written notice of and acknowledges this Agreement and the duties and obligations hereunder.
- C. Seneca Meadows shall not transfer any of its interests in the ownership or operation of the Facility unless the proposed transferee has the financial

capability, operational experience, and a favorable environmental compliance history to clearly demonstrate that the transferee is capable of complying with the terms of this Agreement, any and all permits associated with the Facility, and State and federal laws relevant thereto. Seneca Meadows shall provide such documentation as the Town requires within 60 days prior to the proposed date for transferring any such interest. The Town Board may seek further information and documentation premised upon its review thereof. The Town agrees that DEC shall have primary jurisdiction to determine whether the proposed transferee is qualified to operate the Facility and to discharge the obligations of a permittee. The Town must exhaust its administrative remedies in the DEC proceedings conducted to review the proposed transfer. Thereafter, the Town may elect to initiate a judicial proceeding to challenge DEC's determination or review the proposed transfer through procedures promulgated by the Town Board as set forth in the Local Laws of the Town of Seneca Falls.

- D. Any transfer of a Town permit issued pursuant to Chapter 58 of the Code of the Town of Seneca Falls made without the approval of the Town is void, and the responsibilities under this Agreement remain the liability of Seneca Meadows. The authority of the Facility to operate and receive solid waste will terminate immediately upon notice by the Town Board in the event a transfer of the Town permit is made in violation of this Agreement.

#### **IV. RESTRICTIONS ON FACILITY USE.**

- A. Seneca Meadows hereby agrees that the Facility shall receive, handle, treat, store and dispose, only those materials allowed within the permit to construct and operate issued by DEC and incorporated by reference into the Town's permit. Seneca Meadows must provide the same notice to the Town it is required to provide to DEC for the receipt of additional special wastes or a specific special waste. The Town agrees that DEC has primary jurisdiction over waste stream approval. In the event that the Town demonstrates that such special wastes or a specific special waste will cause or is likely to cause significant adverse impacts within the Town, the Town will, in the first instance present such documentation to Seneca Meadows and DEC. In the event neither DEC nor Seneca Meadows

addresses the Town's complaint to its satisfaction, the Town may initiate a judicial proceeding challenging DEC's regulation of the special wastes or the specific special waste in question or, using procedures promulgated by the Town Board, restrict or otherwise limit the acceptance of the special wastes or the specific special waste in question. In either event, the Town will have the burden of proof to demonstrate that the waste stream will cause significant adverse environmental impacts based on a preponderance of the evidence.

- B. The Town specifically reserves any and all rights it may have to challenge, oppose, legislate against, and litigate against any and all future uses of the Facility not specifically delineated and approved by the DEC permit and this Agreement.
- C. Seneca Meadows agrees that it will not use its Facility or property within the Town for the treatment, storage and disposal of hazardous waste, and will not seek local, State or federal permits to conduct such activities, or regulated medical waste except as authorized pursuant to 3 N.Y.C.R.R. § 360-10.
- D. Seneca Meadows agrees that it will not construct or operate a solid waste incinerator or waste to energy facility within the Town and will not seek local, State or federal approvals for such activities. This prohibition is not applicable to any landfill gas recovery, cogeneration or leachate treatment facilities operated pursuant to state permit and regulation.
- E. Seneca Meadows will not operate a solid waste management facility at the site or within the Town of Seneca Falls or seek vertical or lateral expansion of its Facility to treat, store, dispose or transport solid waste after the year 2025 unless and until a new or amended host community agreement is entered into between the Town and Seneca Meadows. If Seneca Meadows and the Town are unable to reach agreement on a new or amended host community agreement, Seneca Meadows specifically reserves any and all rights it may have to challenge, oppose or litigate the Town's jurisdiction or authority to require a host community agreement as a condition to construct or operate the Facility.

## **V. COMPLIANCE WITH LAW.**

Except to the extent that Seneca Meadows has interposed objections to the Town's regulations or permits pursuant to Article XVIII Section D of this Agreement, Seneca Meadows

agrees that the Facility shall be constructed and operated, in compliance with all applicable laws, rules, and regulations, and in compliance with all permits and other authorizations issued by the Town, State or federal agencies with respect to the Facility. In the event that there is conflict in any of the applicable controlling laws, rules, regulations, permits or authorizations, Seneca Meadows agrees to comply with the most stringent among them.

## **VI. DRINKING/GROUND WATER MONITORING AND PROTECTION PROGRAM.**

In the event of a final determination, including judicial review, by DEC, the New York State Department of Health or the Seneca County Department of Health that potable drinking water wells in the Town of Seneca Falls have been contaminated at levels in excess of the applicable standards set forth in regulations and such contamination results from the construction and operation of the Facility, Seneca Meadows agrees to pay for the design, application, permitting and construction of public water mains, supply lines, water storage tanks and/or pumping stations designed for, and capable of, supplying potable water to the affected properties in the Town of Seneca Falls. Seneca Meadows agrees to comply with all applicable federal, State and local laws in the design, application and construction of the water supply extensions and hook ups.

## **VII. PROPERTY VALUE PROTECTION PROGRAM.**

Seneca Meadows agrees that it will continue a program to compensate residential property owners whose residences suffer a decline in value attributable to expansion of the landfill based on the agreed Property Value Protection Program. The Property Value Protection Program is attached hereto as Appendix "B", and is incorporated herein.

## **VIII. MONITORING AND REPORTING REQUIREMENTS.**

### **A. Monitoring.**

With DEC's approval, Seneca Meadows agrees that the DEC on-site monitor may provide copies of his or her inspection reports directly to the Town Board. With DEC's approval, Seneca Meadows agrees that the on-site monitor may review compliance with the complaint management program established in this

Agreement. The on-site monitor's reports shall be delivered monthly to the Town.

B. Reporting.

Seneca Meadows shall submit to the Town copies of all reports required to be made to the State pursuant to Seneca Meadows' permit and the applicable regulations, at the same time said reports are submitted to the State; provided, that Seneca Meadows shall not be required to submit copies of any confidential business information unless the Town has adopted a program to protect such information from disclosure to the public consistent with the Freedom of Information Law.

C. Construction Reporting and Notifications.

Seneca Meadows will notify the Town, in writing, of the commencement of major portions of on-site construction activities as required to be reported to the DEC pursuant to its permit. Seneca Meadows will provide the public notice of the commencement of major construction events as specified in the construction schedule submitted to DEC. Pursuant to the permit, Seneca Meadows will make available to the Town Engineer all materials and documents that it submits to the DEC in support of the required demonstration of the Landfill Expansion's construction in accordance with approvals, and a copy of the required Certification Report and all materials in support thereof. Seneca Meadows will immediately share DEC's acknowledgment and acceptance of such Certification Report or, if the submission of said Report generates any response from DEC other than complete acceptance, Seneca Meadows shall simultaneously provide communications that it receives from DEC and communications that it sends to DEC until such certifications issues are resolved.

D. Modification/Variance Reporting.

If Seneca Meadows seeks modifications or variances from the DEC relative to any construction or operational requirements contained within State law or regulations or the Facility's permit (and application and engineering documents in support thereof), Seneca Meadows shall notify the Town of any such requests. If Seneca Meadows is notified by DEC that DEC is modifying or varying any construction or operational requirements currently in effect, Seneca Meadows will



notify the Town Board by copying him/her with any such DEC communication. If Seneca Meadows' request is for a variance from a DEC regulatory standard or for a modification of a permit condition, Seneca Meadows notification to the Town shall be made as early as practicable but no later than the day Seneca Meadows' request is filed with DEC.

E. Emergency Notifications.

In the event of an emergency which requires that Seneca Meadows notify the DEC, the New York State Department of Health, the Seneca County Department of Health or any federal, county or local emergency service or agency, Seneca Meadows will immediately thereafter notify the Town Supervisor and the Town Engineer of the circumstances and events requiring the initial reporting to the previously referenced entities. All written reports and documents regarding such notifications will be made available to the Town Board, along with any responses or further written directions received from the entities initially reported to.

F. Miscellaneous Reports.

Seneca Meadows will provide, in a timely manner, copies to the Town Supervisor of any communications from any federal, state or local agency which advise or allege that the Seneca Meadows' operations or actions are in violation of any applicable laws, rules, requirements or permit conditions, or which advise or allege that there exists, or there may exist a threat to public health or the environment as a result of Seneca Meadows' operations at the Facility. Seneca Meadows will further provide copies to the Town Supervisor of any response made thereto as well as any further communications received or sent regarding such matter until such is resolved to the satisfaction of the initiating entity.

**IX. FACILITY INSPECTIONS.**

A. Access and Inspection.

In order to permit the Town to monitor construction, operation, closure and post-closure of the facility and compliance with this Agreement, Seneca Meadows will allow the elected Town officials, the Town Engineer, his or her designee or other employees of the Town as designated by the Supervisor to have access to the Facility at reasonable times and at reasonable intervals during the course of site

preparation construction, operation, closure and post closure monitoring of the Facility. Except as otherwise authorized in accordance with State or local law, such representative will not be empowered to interrupt, interfere with, cause delay, impede in any way, or stop construction activities. The Town may make recommendations to Seneca Meadows based upon such inspections regarding any actions it may deem appropriate. Town officials, the Town Engineer, his designee, other employees designated by the Town and any consultant engaged thereby will be permitted access to the Facility and related structures and surrounding property, at reasonable times. Such periodic inspections of the Facility will take place by the Town through the above referenced individuals, to observe the Facility and its maintenance to help ensure compliance with all applicable conditions and requirements imposed by the Town pursuant to this Agreement, permit or local law.

Access to the Facility includes the right to inspect documents and records, including:

1. all records pertaining to the construction, operation, closure and post-closure monitoring of the facility, including but not limited to, documentation and application documents in support thereof, any documents prepared by any governmental or regulatory agency, any environmental, records, all plans and specifications and drawings; but, excluding confidential business information, financial statements, documentation of expenses and tax returns unless disclosed pursuant to XIII D below and VIII B above.
2. any sampling data which may be created by or for Seneca Meadows;
3. any equipment, operation, or methods required in construction, operation, closure and post-closure of the Facility.
4. right to take split samples and the opportunity to monitor sampling events.

Subject to paragraph VIII B above, Seneca Meadows reserves the right to withhold documents which it claims constitute confidential business information provided Seneca Meadows provides reasonable justification for doing so. Seneca Meadows will cooperate with the above referenced individuals in the performance of the responsibilities hereunder and will receive their comments and suggestions in good faith for such action as may be

appropriate under the circumstances. The Town's right of access and inspection hereunder will be no less extensive than the similar rights of DEC. Town inspections will not interfere with operation, equipment or methods employed at the Facility.

**X. LITTER AND DUST CONTROL.**

- A. Seneca Meadows will perform regular clean up operations on the roads and public property in the vicinity of the Facility to ensure that the Facility is not causing litter or unsightly conditions on roads or adjacent properties. Seneca Meadows will conduct these cleanups on an as needed basis.
- B. All vehicles traveling to the Facility to discharge loads will be processed in such a manner as to minimize stacking of trucks on public highways.
- C. On-Facility roads will, in accordance with the construction and operating permits granted for the Facility, be maintained for all weather operations. Seneca Meadows will take all steps reasonably necessary to minimize fugitive dust. All reasonable measures will also be taken to mitigate or minimize the transport of such materials as mud or dust to public streets.

**XI. FIRE PROTECTION CONTROL AND SAFETY.**

- A. Seneca Meadows must ensure an adequate supply of water is available at the Facility for fire suppression activities. Seneca Meadows at least once annually will check the adequacy of supply to and operability of all standpipes at the Facility.
- B. Seneca Meadows will meet bi-annually with the chiefs of the fire departments which provide fire protection to the Town of Seneca Falls, either directly, by contract or by mutual aid agreement, to review current access, fire suppression, water supply placement, training needs and other related issues. Such plan shall be updated within 30 days after each subsequent meeting. Seneca Meadows must take reasonable steps to mitigate any concerns raised by the fire chiefs.
- C. Seneca Meadows will provide up to \$10,000.00/year for each of the three fire departments which provide fire protection within the Town. The Chiefs of the fire departments, in consultation with each other, will use these funds to purchase special equipment necessary for the fire companies to be prepared for fire

suppression and control at the Facility. The fire departments will submit purchase orders to Seneca Meadows which will promptly, but no later than thirty days after receipt, review them and provide funds for the purchase of the equipment.

- D. In addition to the payment specified in Section C above, Seneca Meadows will provide payment for special training which may be required for the fire companies which provide fire protection in the Town, including the Waterloo, Red Jacket and Seneca Falls fire departments to provide fire protection for the Facility. Reimbursement under this paragraph shall be limited to training specifically to combat fires at landfills and waste tire facilities.

## **XII. COMPLAINT MANAGEMENT PROGRAM.**

- A. Seneca Meadows will establish a local complaint hot line telephone number which will be in operation and accessible on a 24 hour a day, 7 day a week, basis for the receipt of citizen complaints regarding Facility operations, including, but not limited to, odors, litter, dust, noise, truck traffic, hours of operation, air contamination, water quality.
- B. The availability of the number will be published quarterly in local newspapers, and it will be posted in public areas (State, county, town and village offices, libraries, meeting halls) within the Town and the number will be published in the telephone directory white pages and identified as a complaint hot line to ensure that Town residents are aware of it.
- C. All complaints received on the complaint line will be recorded in a complaint log, showing the date and time of the complaint, the name of the complainant and telephone and address if available, location, nature and duration of the circumstances giving rise to the complaint and other supporting details. Seneca Meadows will also record the details of its investigation and its findings including whether any mitigation measures were undertaken as a result.
- D. Seneca Meadows will timely investigate the complaint and determine the appropriate response to mitigate the conditions giving rise to the complaint. Seneca Meadows will implement reasonable corrective measures to eliminate or mitigate the conditions giving rise to the complaint.

- E. Seneca Meadows will provide the monthly complaint log to the Town including the results of investigative activities and the ultimate resolution of the complaint. Seneca Meadows will also provide to the complainant a copy of the complaint log relating to his or her complaint as soon as practicable after Seneca Meadows completes its investigation. In the event of a landfill odor or other complaint episode which is the subject of more than 10 calls in any day, Seneca Meadows will provide the log to the Town on a daily basis. Upon request, Seneca Meadows will provide copies of the log to the Town Supervisor on a more frequent basis.
- F. Seneca Meadows and the Town agree that the DEC on-site monitor may review the complaint log in order to report on Seneca Meadows' compliance with the complaint management program. The DEC on-site monitor will include in his or her monitoring reports which are submitted to DEC and the Town a review of Seneca Meadows' compliance with this program.

### **XIII. HOST COMMUNITY PAYMENTS.**

- A. An annual host community fee, payable in quarterly installments, equal to four and one-half per cent (4 ½%) of the gross revenues received by Seneca Meadows for the disposal of solid waste and for the receipt of beneficial use materials will be paid by Seneca Meadows to the Town. Effective in the quarter during which Seneca Meadows first receives solid waste for disposal in the Landfill Expansion as defined in this Agreement, the annual host community fee, payable in quarterly installments, will increase to five percent (5%) of the gross revenues received by Seneca Meadows for the disposal of solid waste and for the receipt of beneficial use materials. Effective on January 1, 2013, the annual host community fee, payable in quarterly installments, will increase to five and one quarter percent (5 ¼%) of the gross revenues received by Seneca Meadows for the disposal of solid waste and for the receipt of beneficial use materials. Effective January 1, 2016 and continuing until the Facility no longer receives solid waste or beneficial use materials, the host community fee, payable in quarterly installments, will increase to five and one half percent (5 ½%) of the gross revenues received by Seneca Meadows for the disposal of solid waste and for the receipt of beneficial use materials.

- B. Seneca Meadows operates on a calendar year cash accounting basis. Quarterly payments will be due thirty (30) days after the end of each calendar quarter and will be based on the revenue received during the quarter. The final payment for each calendar year will be adjusted as necessary. Any adjusted payment will be made with the fourth quarter payment.
- C. Seneca Meadows' contracts for the disposal of solid waste will include an identifiable price for disposal. In the event that Seneca Meadows arranges for hauling of solid waste or beneficial use material to its Facility, through arrangement with an affiliated or independent company, under the terms of a bundled bid price submitted in conjunction with an independent hauler, or in the event Seneca Meadows re-enters the hauling business, such contracts will contain an allocation between hauling and disposal which is comparable to its arrangement with non-affiliated haulers. In all instances where Seneca Meadows arranges for the transport of solid waste to the Facility, the amount of the fee attributable to disposal which will be added to gross revenue will be comparable to the price being paid by independent, unaffiliated haulers disposing waste or transporting beneficial use material to the Facility.
- D. Verification of gross revenue will be performed by an independent certified public accountant selected by the Town and Seneca Meadows. The audit will be paid for by Seneca Meadows. The accountant will use a protocol approved by the Town and Seneca Meadows. Neither the Town's or Seneca Meadows' approvals of the accountant or the protocol will be unreasonably withheld. Seneca Meadows shall in no event be required to disclose financial statements, tax returns or expenses except to the extent that redacted tax returns will be provided to the accountant, if requested, for the sole purpose of confirming gross revenues in accordance with the protocol.
- E. Seneca Meadows will not be required to pay compensation for material used in the remediation of the Tantalio Landfill pursuant to the DEC record of decision.
- F. Seneca Meadows will not be required to pay compensation for waste tires processed by its waste tire facility or for yard waste composted by Seneca Meadows' at the Facility.

- G. Seneca Meadows will continue to make payments to the Town in the amounts as calculated pursuant to the terms of this Agreement even in the event that any federal, State, county or local law is enacted which would otherwise allow the Seneca Meadows to reduce or discontinue said payments.
- H. Seneca Meadows will make one payment to the Town of one hundred fifty thousand dollars (\$150,000) within 90 days after Seneca Meadows first receives solid waste for disposal in the Landfill Expansion as defined in this Agreement.
- I. Revenues generated by this agreement may be used for public infrastructure, tax stabilization, fire prevention and protection, environmental protection, remediation and mitigation of adverse environmental impacts, economic development, road maintenance, planning and zoning as well as other purposes.

#### **XIV. LIABILITY COVERAGE.**

Seneca Meadows will maintain a form of financial assurance for claims arising out of injury to persons or property, relative to either sudden and accidental occurrences or non-sudden and accidental occurrences, resulting from operation of the Facility. Such financial assurance must be in the form of liability insurance or other form acceptable to DEC and in the amount set by DEC. In the event DEC does not require liability coverage, the form and amount of insurance must be acceptable to the Town.

#### **XV. WASTE DISPOSAL SERVICES.**

From the date of execution of this agreement and continuing during the Facility's operational life, Seneca Meadows will not charge tipping fees for acceptance or disposal of residential solid waste (including but not limited to waste tires and yard waste) generated at residences within the Town and delivered to Seneca Meadows by the Town or its contracted haulers. For Village of Seneca Falls residents, this provision is subject to the terms of any existing host community or other agreement between Seneca Meadows and the Village. Disposal of residential solid waste by individual residents within the Town outside of the Village of Seneca Falls shall be limited to Saturdays between the hours of 6:00am and 11:30am unless otherwise agreed to by Seneca Meadows. The Town shall develop and implement a residential waste permit program within 90 days of the effective date of this Agreement. This permit program shall include the annual issuance of window stickers or other identification system

which will allow Seneca Meadows scalehouse personnel to clearly identify residents of the Town of Seneca Falls.

#### **XVI. ENFORCEMENT OF RESTRICTIONS.**

- A. Seneca Meadows acknowledges that the Town has no adequate remedy by way of damages in the event Seneca Meadows breaches or threatens to breach the obligations and restrictions contained within this Agreement, and therefore Seneca Meadows agrees that, in such event, the Town may apply to the Courts for equitable relief directing Seneca Meadows to comply and/or enjoining or restraining Seneca Meadows from any breach hereof.
- B. In the event of a dispute concerning compliance with this Agreement, Seneca Meadows and the Town agree that they will engage in alternative dispute resolution in the form of non-binding mediation. The parties recognize that certain disputes are not amenable to mediation. In the event that either party determines to proceed with resolution of the dispute through judicial litigation, this Agreement to submit disputes to mediation will not be used against any party in the judicial forum.

#### **XVII. INDEMNIFICATION.**

- A. Except to the extent caused by the gross negligence, illegal or willful misconduct of the Town or its officers, agents, employees or subcontractors, Seneca Meadows agrees that it will indemnify and hold harmless the Town and its officers and employees from and against all liability, actions, damages, claims, demands, judgments, losses, cost, expenses and fees, including reasonable attorney's fees (collectively, "losses"), including losses for injury or death to persons or for loss or damage to property, and will defend the Town and its officers and employees in any court action, administrative proceeding or appeal in connection with such losses, whether or not finally adjudicated and including any settlement thereof, provided such losses result from or arise out of any act, omission, negligence or other fault of Seneca Meadows or its officers or employees; and further provided such losses arise out of or occur in connection with this Agreement or the construction and operation of the Facility.



Without limiting the foregoing, Seneca Meadows agrees to indemnify, hold harmless and defend the Town and its officers and employees in connection with any litigation commenced against the Town or its officers or employees by reason of entering into this Agreement or the 1998 Agreement, including but not limited to any litigation commenced against the Town or any improvement district therein, by any entity relating to the payments to be made by Seneca Meadows to the Town hereunder.

- B. Seneca Meadows will have the right to control the defense of any such actions or claims and will have the right to settle such actions or claims on such terms as it may deem reasonable so long as such defense and/or settlement are approved by the Town and releases or indemnifies the Town.
- C. Seneca Meadows will maintain sufficient liability insurance to cover any expenses or judgments included within this paragraph.

#### **XVIII. OBLIGATIONS OF THE TOWN.**

- A. The Town agrees and covenants that it will not institute or maintain an action pursuant to Article 78 of the Civil Practice Law and Rules against the Commissioner of DEC, DEC itself, the District Engineer of the USACOE, or the USACOE itself, relating to the issuance of a permit to construct and operate the Landfill Expansion, as defined herein, in the Town of Seneca Falls.
- B. Nothing herein will be construed as preventing the Town from opposing any other landfill, or solid waste management unit not described in this Agreement from being constructed or operated.
- C. The Town and Seneca Meadows agree that the Town Board cannot legally bind any future Town Board regarding issuance of the required Town approvals for construction and operation of the Facility. Although the Town Board may seek, in the future, to modify the terms and conditions of any permits issued to Seneca Meadows regarding its operation of the Facility within the Town, by execution of the Agreement, which incorporates the Town Board's draft landfill permit as Appendix "C", the Town Board finds, subject to its review of the Final Generic Environmental Impact Statement and the Final Supplemental Environmental Impact Statement and issuance of findings, that local, State and federal permit

conditions will mitigate the adverse impacts from the Landfill Expansion to the maximum extent practicable consistent with Seneca Meadows plans for the Landfill Expansion.

- D. In the event that the Town, in the future, modifies the terms and conditions of any permits issued to Seneca Meadows or its regulations governing operation of the Facility in a manner which substantially interferes with the operation of the Facility, which is inconsistent with DEC's regulation of the Facility, and which requires Seneca Meadows to materially change its operations to its significant detriment, Seneca Meadows may opt, at its discretion, to terminate the Agreement. Prior to such determination, Seneca Meadows and the Town must attempt to resolve the dispute utilizing alternative dispute resolution procedures mutually agreeable to both. Seneca Meadows must exhaust its administrative remedies, if any, prior to termination of the agreement. Seneca Meadows reserves its rights to initiate a judicial challenge to the Town's permit or regulations in question, which challenge shall not serve as a waiver of its right to terminate the Agreement. In the event that Seneca Meadows opts to terminate this Agreement, and either the Town or Seneca Meadows seeks a judgment in a court of competent jurisdiction to declare the rights of the parties under this Agreement, any host community benefit payments otherwise due under this Agreement shall be deposited with the court or an escrow agent mutually agreeable to both parties pending the outcome of the litigation. Seneca Meadows shall bear the burden of proof in any such litigation by a preponderance of the evidence. In the event that Seneca Meadows terminates this Agreement, the Town reserves whatever rights it may have to enjoin the Facility from further operation and to compel its closure. Seneca Meadows specifically reserves any and all rights it may have to challenge, oppose or litigate the Town's jurisdiction or authority to require a host community agreement as a condition to construct or operate the Facility.

## **XIX. DURATION OF AGREEMENT.**

- A. This Agreement will become effective upon (1) its signature by Seneca Meadows and the approval by the Town Board and Zoning Board of Appeals of the necessary permits and authorizations for Seneca Meadows to construct and

operate the Landfill Expansion as set forth in applications submitted to DEC, the USACOE, and the Town; and (2) Seneca Meadows receives all other permits and approvals for the Landfill Expansion upon such terms and conditions as will allow the construction and operation of the Landfill Expansion as described in the above-mentioned applications. On the effective date of this Agreement, the First Host Community Agreement terminates.

- B. Seneca Meadows obligations to defend and indemnify the Town as set forth above and to maintain liability insurance will continue in full force and effect during the regulatory mandated period of closure and post-closure at the Facility. All other terms and conditions of this Agreement will terminate upon final closure of the Facility.

## **XX. SEVERABILITY**

If any clause, provision, subsection, section or article of this Agreement shall be ruled invalid by any court of competent jurisdiction, then the parties will:

1. Promptly meet and negotiate a substitute for such clause, provision, section or article, which will to the greatest extent legally permissible affect the original intent of the parties therein.
2. If necessary or desirable to accomplish item 1 above, apply to the court having declared such invalidity for a judicial construction of the invalidated portion of this Agreement; and
3. Negotiate such changes in, substitutions for, or additions to the remaining provisions of this Agreement as may be necessary in addition to and in conjunction with items 1 and 2 above to affect the original intent of the parties in the provision declared invalid.
4. The invalidity of such clause, provision, subsection, section or Article will not affect any of the remaining provisions hereof, and this Agreement will be construed and enforced as if such invalid portion did not exist.

## **XXI. NOTICES.**

Notices hereunder will be given in writing and delivered to the parties by first class mail, postage prepaid, at the addresses set forth hereafter:

- (i) Notices to the Town:  
Town of Seneca Falls  
Attention: Town Supervisor  
10 Fall Street  
Seneca Falls, New York 13148
- (ii) Notices to Seneca Meadows, Inc.:  
Seneca Meadows, Inc.                      General Counsel  
1786 Salcman Road                      IESI Corporation  
Waterloo, New York 13165              Suite 200, 2301 Eagle Parkway  
Fort Worth, Texas 76177

## XXII. MISCELLANEOUS.

A. Waiver.

The failure of any party to insist on the strict performance of any term or provision hereof will not be deemed a waiver of the right to insist on strict performance of any other term or provision, nor will it be deemed a waiver of any subsequent breach.

B. Applicable Law.

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

C. Entire Agreement.

Unless supplemented or otherwise amended in writing by the Town Board and Seneca Meadows in accordance with the laws of the State of New York, this Agreement constitutes the parties' entire agreement with respect to the subject set forth herein, and no other agreements, written or unwritten, implied or express, will be deemed effective.

D. Authority.

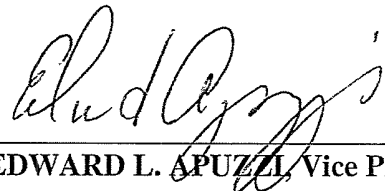
1. The Town represents and warrants that the Supervisor has executed this Agreement pursuant to a resolution adopted by the Town Board of the Town of Seneca Falls, at a meeting thereof held on 5/18/07 and that Peter Same, Supervisor, whose signature appears thereafter, is both duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the Town. This instrument will be executed in triplicate and at least one copy thereof will be permanently filed, after

execution thereof, in the office of the Town Clerk, Town of Seneca Falls, Seneca Falls, New York.

2. Seneca Meadows represents and warrants that its Vice President has executed this Agreement and that Edward L. Apuzzi, whose signature appears hereafter, is both duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of Seneca Meadows, Inc. This instrument has been executed in triplicate and at least one copy hereof will be permanently filed in the office of Seneca Meadows, Inc.


**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals on the date and year above written.

**SENECA MEADOWS, INC.**

By:   
EDWARD L. APUZZI, Vice President


STATE OF NEW JERSEY)  
COUNTY OF \_\_\_\_\_ ) SS:

On the 22<sup>nd</sup> day of MAY, 2007, before me personally came **EDWARD L. APUZZI**, to me known who, being by me duly sworn did depose and say that he resides in \_\_\_\_\_, that he is the vice president of **SENECA MEADOWS, INC.**, the corporation described in and which executed the above instrument.

  
Notary Public

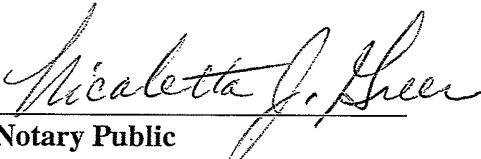
**PAUL E. DEVANEY**  
Notary Public, State of New York  
No. 01DE6142766  
Qualified in Monroe County  
Commission Expires March 20, 2010

**TOWN OF SENECA FALLS**

By:   
**PETER SAME, Supervisor**

STATE OF NEW YORK)  
COUNTY OF SENECA ) SS:

On the 29<sup>th</sup> day of MAY, 2007, before me personally came **PETER SAME**, to me personally known, who, being by me duly sworn. did depose and say that he resides in the Town of **SENECA FALLS**, that he is Supervisor of the **TOWN OF SENECA FALLS**, the municipal corporation described in and which executed the within instrument; and that he signed his name thereto by order of the Town Board of the Town of **SENECA FALLS**.

  
Notary Public

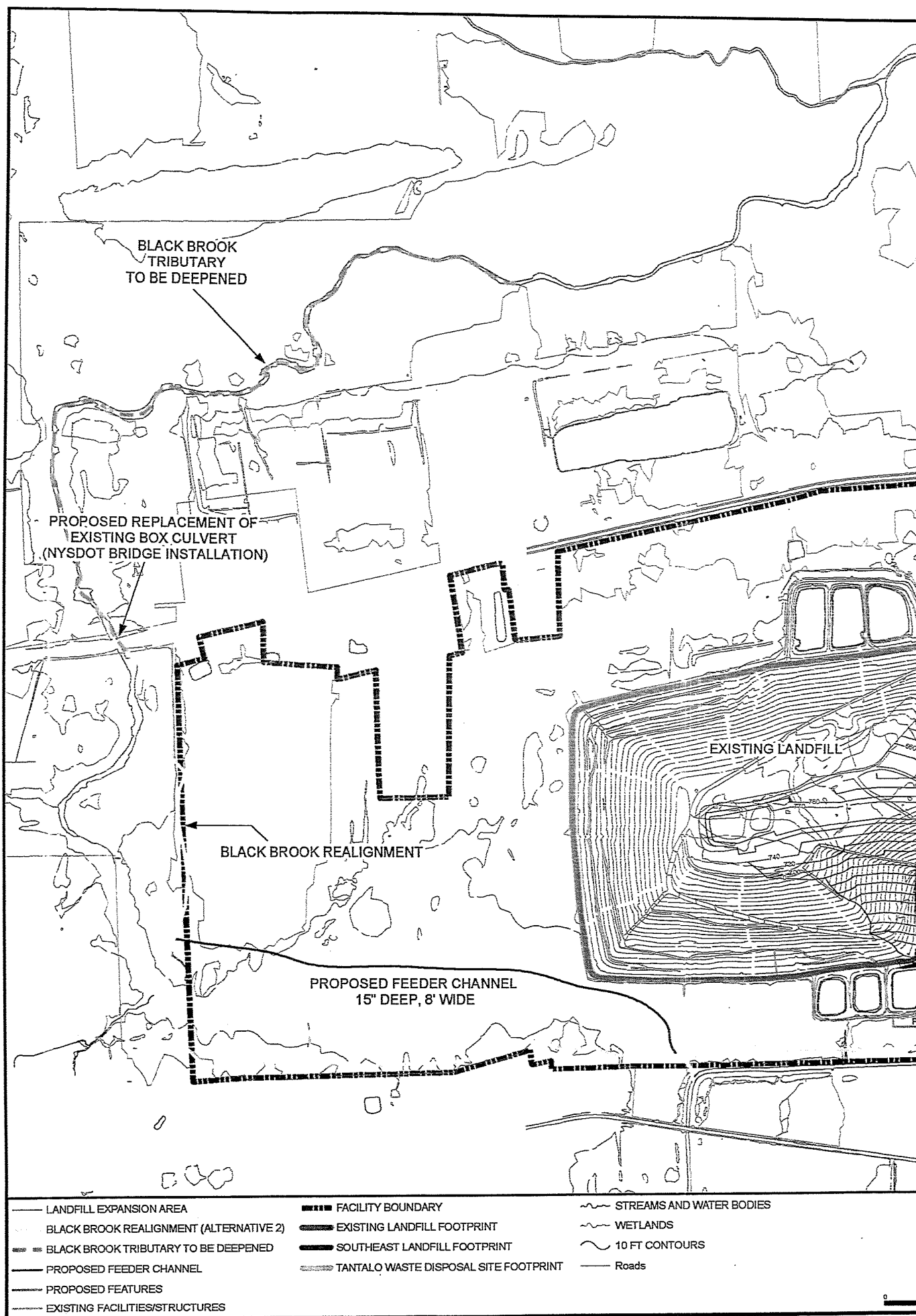
**NICALETTA J. GREER**  
Notary Public, State of New York  
No. 01GR5029697  
Qualified in Seneca County  
Commission Expires June 27, 2010

**SENECA MEADOWS, INC.**

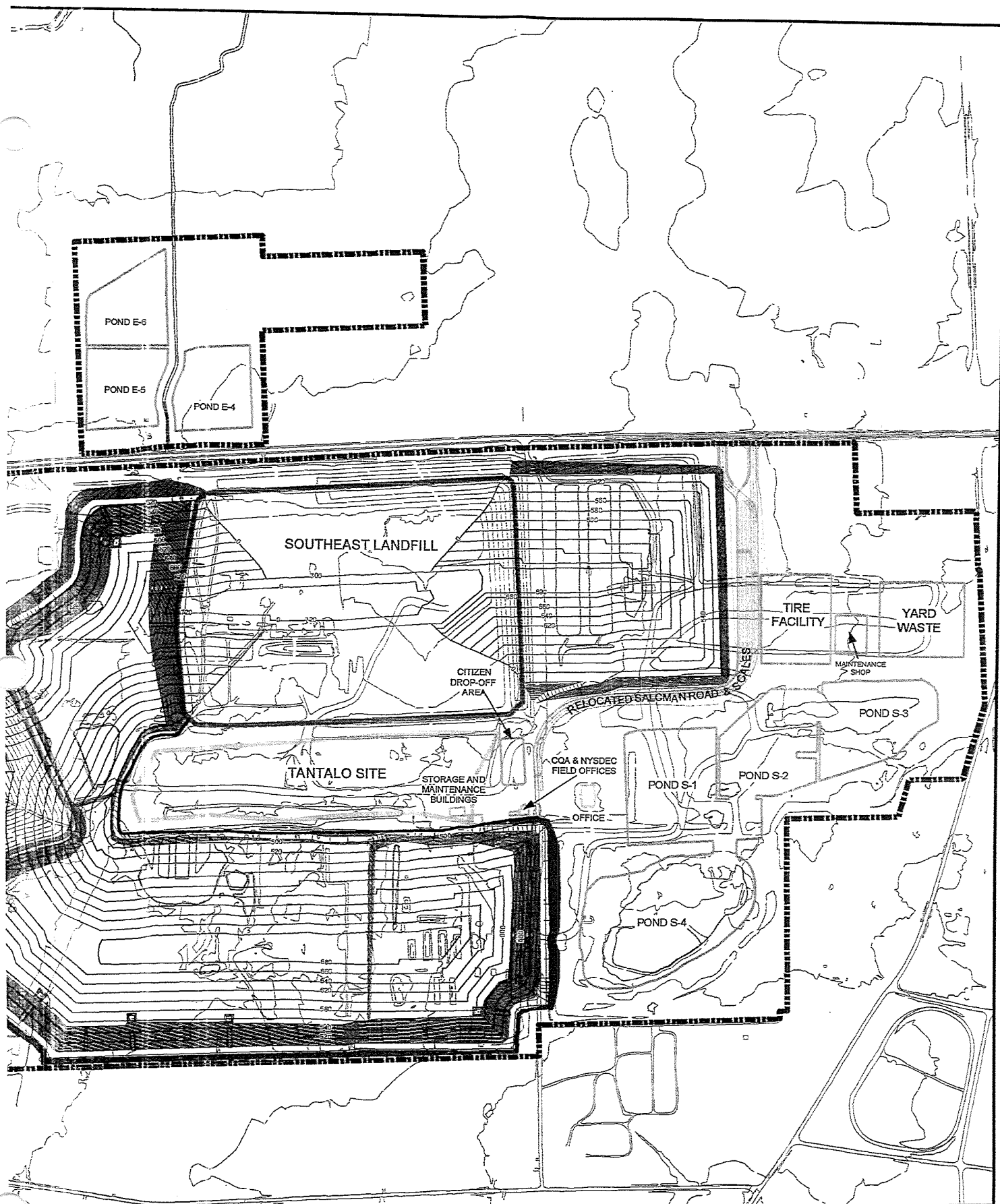
## **APPENDIX A**

### **REVISED PROJECT PLAN (FIGURE 2-1 FROM DSEIS)**










800 1600  
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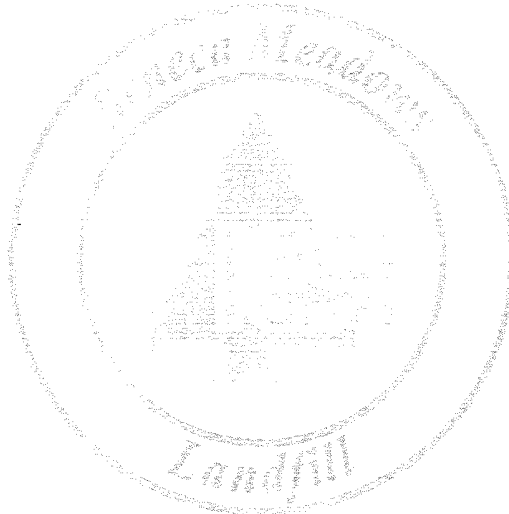
SOURCE: SENECA MEADOWS, INC.  
HYDROQUAL, 2006

		SENECA MEADOWS, INC.	
DESIGNED: T. SMITH	11/07/06 12/13/06	FIGURE 2-1 REVISED PROJECT PLAN DRAFT SUPPLEMENTAL ENVIRONMENTAL IMPACT STATEMENT	
DRAWN: T. SMITH			
CHECKED: AEF			
SUBMITTED: KGG			
DATE 12/13/06	APPROVED:	FILE NO. SenecaMeadows_RevProjectPlan_Fig2-1	

**SENECA MEADOWS, INC.**

## **APPENDIX B**

### **PROPERTY VALUE PROTECTION PROGRAM**



## **SENECA MEADOWS LANDFILL EXPANSION PROPERTY VALUE PROTECTION PLAN 2007**

Seneca Meadows, Inc. agrees to implement the following Property Value Protection Plan as part of the Host Community Agreement entered into between the Town of Seneca Falls and Seneca Meadows, Inc.

### **ELIGIBILITY**

1. Every owner of real property within a  $\frac{3}{4}$  mile radius from each of the centroid points of the proposed expansion footprints (Western Area and SELF – Southern Expansion) to the parcel are eligible for the Property Value Protection Plan. This coverage also includes any remaining participants from the previous Property Value Protection Plan in effect. Eligible properties must have an occupied dwelling unit on the property which is used for residential purposes on or before the date of the Host Community Agreement. Within 90 days after the effective date of the agreement, Seneca Meadows will provide to the Town for its approval a list of eligible properties.
2. Only current owners of record on the date of the agreement are eligible. Properties which are as of the date of the agreement the subject of a purchase agreement for the sale of real property are not eligible.

### **PROCEDURES**

Within 90 days after the effective date of the agreement, Seneca Meadows will notify eligible property owners of their eligibility for the plan. Property owners remain eligible for the plan during the entire term of the Host Community Agreement.

### **DETERMINATION OF VALUE**

In the event that an eligible property owner determines to sell his or her property at any time after the effective date of the agreement, he or she must notify Seneca Meadows in writing of the intention to sell. Within 30 days after receipt of the notice, Seneca Meadows will arrange and pay for two appraisals to be performed by independent New York State certified and licensed real estate appraisers. The appraisals will determine the fair market value of the property and the hypothetical value of the property. The fair market value of the property is the value of the property considering the proposed Landfill Expansion. The hypothetical value of the property is the value of the property considering the closure of the current landfill without the proposed expansion.

### **BENEFITS PROVIDED**

If the property is sold during the term of the Host Community Agreement, Seneca Meadows will compensate the owner for the difference between the hypothetical value and the fair market value of the property. If the hypothetical value of the first appraisal is greater than 10% above the hypothetical value of the second appraisal, then Seneca Meadows will compensate the owner based on the average of the two appraisals. If the hypothetical value of the first appraisal is less

**SENECA MEADOWS LANDFILL EXPANSION  
PROPERTY VALUE PROTECTION PLAN 2007**

than 10% greater than the hypothetical value of the second appraisal, then Seneca Meadows will compensate the owner based on the greater of two appraisals. In the event that the purchase price exceeds the fair market value, Seneca Meadows will pay compensation in the amount of the difference between the purchase price and the hypothetical value. To the extent that purchase price exceeds the hypothetical value, no compensation will be paid.

**OWNER AGREEMENTS**

To be eligible to receive compensation under the plan, the owner must notify Seneca Meadows prior to the sale of the property to allow Seneca Meadows sufficient time to arrange for appraisals of the property. Prior to the owner's acceptance of any offer for the property, the owner must provide Seneca Meadows the right to purchase the property. Seneca Meadows will not be obligated to purchase the property. Seneca Meadows will exercise this right of first refusal within 24 hours after it receives notice.

**CLAIMS PROCEDURES**

Within 60 days after the sale of the property, the owner must file his or her claim including the documentation of the transaction.

Seneca Meadows will provide full payment of claims under the plan within 30 days after it receives the necessary documentation that the title to the property has been transferred.

**SENECA MEADOWS, INC.**

## **APPENDIX C**

### **TOWN OF SENECA FALLS LANDFILL PERMIT**



**PERMIT TO CONSTRUCT AND OPERATE A LANDFILL UNDER CHAPTER 58  
OF THE CODE OF SENECA FALLS, NEW YORK**

**PERMIT ISSUED TO: SENECA MEADOWS, INC.**  
1786 Salcman Road  
Waterloo, New York 13165

**DESCRIPTION OF AUTHORIZED ACTIVITY:**

Permit to Construct and Operate a Solid Waste Management Facility within the Town of Seneca Falls, New York.

**CONDITIONS FOR CONSTRUCTION AND OPERATION OF THE FACILITY:**

1. Seneca Meadows is authorized to build, operate and close the Facility, which includes the Existing Landfill (with the A/B Expansion), the Southeast Landfill, and the Landfill Expansion described in the Final Generic Environmental Impact Statement accepted by the New York State Department of Environmental Conservation ("DEC") on September 13, 2006, as supplemented by the Final Supplemental Environmental Impact Statement accepted by DEC on July 25, 2007 (all of which are delineated on Appendix A to this permit) in conformance with permits issued to Seneca Meadows, Inc. by the DEC and the Town of Seneca Falls, and in accordance with the applications and the draft and final environmental impact statements and the plans, specifications and reports identified in DEC's permit. The terms and conditions of the permit issued by the DEC and findings issued pursuant to SEQRA are incorporated by reference in this permit to construct and operate the Facility.

2. Operation of the Facility shall be in accordance with Section 58-10 of the Code of Seneca Falls and 6 N.Y.C.R.R. Part 360.

3. a. Reporting. Seneca Meadows shall submit to the Town copies of all reports required to be made to the DEC pursuant to Seneca Meadows' Permit and the applicable regulations, at the same time said reports are submitted to the State; provided, that Seneca Meadows shall not be required to submit copies of any confidential business information unless the Town adopts a program to protect such information from disclosure to the public consistent with the Freedom of Information Law.

b. Construction Reporting and Notifications. Seneca Meadows will notify the Town, in writing, of the commencement of major portions of on-site construction activities as required to be reported to the DEC pursuant to its permit. Seneca Meadows will provide the public notice of the commencement of major construction events as specified in the construction schedule submitted to DEC. Pursuant to the Permit, Seneca Meadows will make available to the Town Engineer all materials and documents that it submits to the DEC in support of the required demonstration of the Facility's construction in accordance with approvals, and a copy of the required Certification Report and all materials in support thereof. Seneca Meadows will immediately share DEC's acknowledgment and acceptance of such Certification Report or, if the submission of said Report generates any response from DEC other than complete acceptance,

Seneca Meadows shall simultaneously provide communications that it receives from DEC and communications that it sends to DEC until such certifications issues are resolved.

c. Modification/Variance Reporting. If Seneca Meadows seeks modifications or variances from the DEC relative to any construction or operational requirements contained within State law or regulations or the Facility's permit (and application and engineering documents in support thereof), Seneca Meadows shall notify the Town of any such requests. If Seneca Meadows is notified by the DEC that the DEC is modifying or varying any construction or operational requirements currently in effect, Seneca Meadows will notify the Town Board by copying them with any such DEC communication.

d. Emergency Notifications. In the event of an emergency which requires that Seneca Meadows notify the DEC, the New York State Department of Health, the Seneca County Department of Health or any federal, county or local emergency service or agency, Seneca Meadows will immediately thereafter notify the Town of the circumstances and events requiring the initial reporting to the previously referenced entities. All written reports and documents regarding such notifications will be made available to the Town Board, along with any responses or further written directions received from the entities initially reported to. Seneca Meadows, Inc. will immediately notify Town Officials and the public regarding any activities which have the potential to endanger public health, safety or welfare. Seneca Meadows' personnel shall be available to respond to any such exigencies in order to abate such impacts and shall report to the Town of Seneca Falls on the next business day concerning the nature of any such corrective measures.

e. Miscellaneous Reports. Seneca Meadows will provide, in a timely manner, copies to the Town Supervisor of any communications from any federal, state or local agency which advise or allege that the Seneca Meadows' operations or actions are in violation of any applicable laws, rules, requirements or permit conditions, or which advise or allege that there exists, or there may exist a threat, to public health or the environment as a result of Seneca Meadows' operations at the Facility. Seneca Meadows will further provide copies to the Town Supervisor of any response made thereto as well as any further communications received or sent regarding such matter until such is resolved to the satisfaction of the initiating entity.

4. a. Access and Inspection. In order to permit the Town to monitor construction, operation, closure and post-closure of the Facility and compliance with this Agreement, Seneca Meadows will allow the elected Town Officials, the Town Engineer, his or her designee or other employees of the Town as designated by the Supervisor to have access to the Facility at reasonable times and at reasonable intervals during the course of site preparation, construction, operation, closure and post closure monitoring of the Facility. Except as otherwise authorized in accordance with the State or Local Law, such representative will not be empowered to interrupt, interfere with, cause delay, impede in any way, or stop construction activities. The Town may make recommendations to Seneca Meadows based upon such inspections regarding any actions it may deem appropriate. Town Officials, the Town Engineer, his designee, other employees designated by the Town and any consultant engaged thereby will be permitted access to the Facility and related structures and surrounding property, at reasonable times. Such periodic inspections of the Facility will take place by the Town through the above referenced individuals, to observe the Facility and maintenance of the Site to help ensure

compliance with all applicable conditions and requirements imposed by the Town pursuant to this Agreement, Permit or Local Law.

Access to the Facility includes the right to inspect documents and records, including:

1. All records pertaining to the construction, operation, closure and post-closure monitoring of the Facility, including but not limited to, documentation and application documents in support thereof, any documents prepared by any governmental or regulatory agency, any environmental records, all plans and specifications and drawings; but, excluding confidential business information, financial statements, documentation of expenses and tax returns unless disclosed pursuant to procedures established by the Town pursuant to the Freedom of Information Law.
2. Any sampling data which may be created by or for Seneca Meadows.
3. Any equipment, operation or methods required in construction, operation, closure and post-closure of the Facility.
4. The right to take split samples and the opportunity to monitor sampling events.

Seneca Meadows reserves the right to withhold documents which it claims constitutes confidential business information provided Seneca Meadows provides reasonable justification for doing so in accordance with the procedures established by the Town Board in the Town Code.

Seneca Meadows will cooperate with the above referenced individuals in the performance of the responsibilities hereunder and will receive their comments and suggestions in good faith for such action as may be appropriate under the circumstances. The Town's right of access and inspection hereunder will be no less extensive than the similar rights of DEC. Town inspections will not interfere with operation, equipment or methods employed at the Site.

5. a. Seneca Meadows will perform regular inspections and clean up operations on the roads and public property in the vicinity of the Site to ensure that the Landfill is not causing litter or unsightly conditions on roads or adjacent properties. Seneca Meadows will conduct inspections and clean ups on an as needed basis.

b. All vehicles traveling to the Facility to discharge loads will be processed in such a manner as to minimize stacking of trucks on public highways.

c. On-Facility roads will, in accordance with the construction and operating permits granted for the Facility, be maintained for all weather operation. Seneca Meadows will take all steps reasonably necessary to minimize fugitive dust. All reasonable measures will also be taken to mitigate or minimize the transport of such materials as mud or dust to public streets.



6. a. Seneca Meadows must ensure an adequate supply of water is available at the Landfill for fire suppression activities. Seneca Meadows at least once annually will check the adequacy of supply to and operability of all standpipes at the Facility.

7. a. Seneca Meadows will establish a local complaint hotline telephone number which will be in operation and accessible on a 24 hour a day, 7 day a week, basis for the receipt of citizen complaints regarding Landfill operations, including, but not limited to, odors, litter, dust, noise, truck traffic, hours of operation, air contamination, water quality.

b. The availability of the number will be published quarterly in local newspapers, and it will be posted in public areas (State, County, Town and Village Offices, libraries, meeting halls) within the Town, and the number will be published in the telephone directory white pages and identified as a complaint hotline to ensure that Town residents are aware of it.

All complaints received on the complaint line will be recorded in a complaint log, showing the date and time of the complaint, the name of the complainant and telephone number and address if available, location, nature and duration of the circumstances giving rise to the complaint and other supporting details. Seneca Meadows will also record the details of its investigation and its findings including whether any mitigation measures were undertaken as a result.

c. Seneca Meadows will timely investigate the complaint and determine the appropriate response to mitigate the conditions giving rise to the complaint. With respect to odor complaints, Seneca Meadows will consider the nature of the waste being disposed of at the Landfill; whether any trenching of sewage sludge is occurring at the Landfill; landfill gas and leachate collection and treatment activities; the daily, intermediate and final cover materials being used and any other activities which may be contributing to off-site landfill odors.

d. Seneca Meadows will implement reasonable corrective measures to eliminate or mitigate the conditions giving rise to the complaint. With respect to odor complaints, Seneca Meadows will take reasonable corrective measures to mitigate the odor problem. Mitigation may include decreasing the size of the working face of the Landfill; limitation or termination of trenching activities; increasing the use of flares and landfill gas treatment facilities; modification of leachate collection activities; evaluation and modification, if necessary, of daily and intermediate cover materials; restriction or elimination of waste streams or operational changes associated therewith and other measures which Seneca Meadows determines will reduce off-site odor impacts.

e. Seneca Meadows will provide the monthly complaint log to the Town including the results of investigative activities and the ultimate resolution of the complaint. Seneca Meadows will also provide to the complainant a copy of the complaint log relating to his or her complaint as soon as practicable after Seneca Meadows completes its investigation. In the event of a landfill odor or other complaint episode which is the subject of more than 10 calls in any day, Seneca Meadows will provide the log to the Town on a daily basis. Upon request, Seneca Meadows will provide copies of the log to the Town Supervisor on a more frequent basis.

f. Seneca Meadows and the Town agree that the DEC on-site monitor may review the complaint log in order to report on Seneca Meadows' compliance with the complaint management program. The DEC on-site monitor will include in his or her monitoring reports which are submitted to DEC and the Town a review of Seneca Meadows' compliance with this program.

g. Seneca Meadows will maintain waste stream approval forms for industrial waste, including beneficial use material, received by the Landfill with a description of the nature and strength of the odor associated with each waste stream.

8. Seneca Meadows will fully fund closure, post-closure, monitoring and any remediation that may be necessary at the Landfill Site with regard to past, present and future disposal of solid waste or solid waste management activities. Pursuant to condition 3.a. of the Permit, Seneca Meadows will report to the Town the status of its financial security for closure and post-closure maintained pursuant to 6 N.Y.C.R.R. Part 360.

9. Seneca Meadows will comply with the Host Community Agreement between the Town and Seneca Meadows dated May 16, 2007.

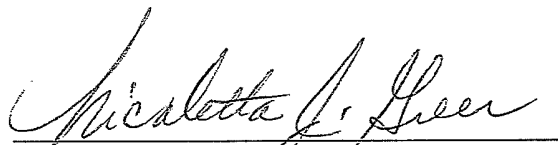
10. The Town of Seneca Falls reserves its right to revoke Seneca Meadows' authority to construct and operate its Facility in the event Seneca Meadows violates the terms and conditions of this Permit or applicable provisions of the Local Law.

11. Any transfer of this permit issued pursuant to Chapter 58 of the Code of the Town of Seneca Falls made without the approval of the Town is void, and the responsibilities under this Agreement remain the liability of Seneca Meadows. The authority of the Facility to operate and receive solid waste will terminate immediately upon notice by the Town Board in the event a transfer of the Town permit is made in violation of this Agreement.

12. This Permit shall be effective from 8/7/07 to 8/7/08 upon payment to the Town Clerk the sum of Two Hundred Fifty Dollars (\$250.00), the fee fixed thereto by the Town Board.

DATED: August 10, 2007

SEAL:

  
NICALETTA J. GREER, Town Clerk  
Town of Seneca Falls

