

Received 4/20/05 for

Community Benefits Agreement

between the

Town of Waterloo

and

Seneca Meadows, Inc.

COMMUNITY BENEFITS AGREEMENT

THIS AGREEMENT, made this 16 day of August, 2005, 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 WATERLOO**, a municipal corporation duly organized and existing under the laws of the State of New York and having its offices at 66 Virginia Street, Waterloo, New York 13165 (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 has applied for permits from the New York State Department of Environmental Conservation and the United States Army Corps of Engineers to obtain approval for the permanent taking of approximately 71 acres of wetland and the realignment and enhancement of a portion of Black Brook within the Town of Seneca Falls; and,

WHEREAS, if the applications for these permits are approved by the respective agencies, Seneca Meadows then will submit to the Department of Environmental Conservation and the Town of Seneca Falls applications for authorization to construct and operate a 178-acre Landfill Expansion within the Town of Seneca Falls; and

WHEREAS, the Town, as an interested agency under the State Environmental Quality Review Act, Article 8, Environmental Conservation Law, (SEQRA), will be authorized to participate in the environmental review process for the Landfill Expansion leading to the issuance of a final environmental impact statement to be 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, Seneca Meadows operates a surface mine within the Town for the extraction of soil incidental to the operation of its Landfill; and

WHEREAS, the parties hereto believe that their mutual best interests will be served by the execution of this Agreement which recognizes their respective rights, interests and obligations relative to construction and operation of the Landfill Expansion at Seneca Meadows' site subject to the findings required to be made pursuant to SEQRA; 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 proposed solid waste management facility and appurtenant facilities, to be located in the Town of Seneca Falls and the surface mining operations located within the Town.

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 Community Benefits 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).
- C. "Hazardous Waste" shall have the meaning set forth in the state regulations at 6 N.Y.C.R.R. Part 371 et. seq..
- D. "Landfill" shall mean those areas used for disposal of solid waste which are permitted by DEC and the Town of Seneca Falls and delineated in Appendix "A" attached hereto.
- E. "Landfill Expansion" means the areas for which Seneca Meadows will submit applications to the Town of Seneca Falls and DEC for the expansion of its Landfill. The locations are more specifically described in Appendix "B" attached hereto.
- F. "New York State Department of Environmental Conservation" ("DEC") is the Department or Agency of the government of the State of New York 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.

- G. "Site" is the real property, including any necessary easements or rights of way, identified in the Seneca Meadows' application and supporting documents for a permit to construct and operate a solid waste Landfill, situate in the Town of Seneca Falls, Seneca County, New York.
- 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. "State Mined Land Reclamation Law" shall mean Title 27 of Article 23 of the Environmental Conservation Law of the State of New York and the implementing regulations set forth in 6 N.Y.C.R.R. Parts 420-25.
- L. "Town" means the municipal corporation known as the Town of Waterloo in Seneca County, State of New York, and, depending upon the context, the geographic area thereof .
- M. "Town Board" means the Town Board of the Town of Waterloo.
- N. "Local Laws of the Town of Seneca Falls" means the laws, codes and ordinances duly enacted by the Town of Seneca Falls.

III. ASSIGNABILITY

- 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.

IV. RESTRICTIONS ON SITE USE.

- A. Seneca Meadows hereby agrees that the Landfill Expansion shall receive, handle, treat, store and dispose, only those materials allowed within the permit to construct and operate issued by DEC.
- 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 Landfill Expansion 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 waste, and will not seek local, state or federal permits to conduct such activities.
- D. Seneca Meadows agrees that it will not construct or operate a solid waste incinerator or waste to energy facility within the Town of Seneca Falls or 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.

V. COMPLIANCE WITH LAW.

Seneca Meadows agrees that the Landfill Expansion 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 of Seneca Falls, DEC and other State or Federal agencies with respect to the Site.

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 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 Landfill, 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. 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 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 "C", and is incorporated herein.

VIII. REPORTING REQUIREMENTS.

A. 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.

B. 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 landfill 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 him/her with any such DEC communication.

C. 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.

D. 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 advises or alleges that there exists, or there may exist a threat to public health or the environment within the Town 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. PROVISIONS TO TOWN.

- A. Seneca Meadows will provide the residents of the Town with roll off boxes, dumping and transportation of said boxes twice a year (spring and fall) for the purpose of sponsoring a Townwide clean up week. The dates of the cleanup weeks to be determined by the Town Board no later than May 31st for spring cleanup and no later than October 31st for fall cleanup. The rolloff boxes will be placed on property owned by the Town of Waterloo. The Town will provide the necessary insurance and permits necessary in association with the spring and fall cleanup. The Town will provide staff to oversee the clean up week and will ensure that no unauthorized waste materials are disposed of in the rolloff boxes. Seneca Meadows will provide the Town with a list of unauthorized waste materials.
- B. Seneca Meadows will assist the Town in the organization of a yearly Household Hazardous Waste (HHW) collection day. This assistance will include technical guidance, including the development of a HHW plan, guidance with respect to DEC regulations and the transportation and disposal of non-hazardous materials collected during the HHW day. Seneca Meadows will provide funding and services for this event in an amount not to exceed \$10,000 annually. The date for this HHW day will be determined by the Town by June 30th of each year. The Town will provide any

necessary insurance or permits and will apply for any grants or matching funds which are available under this program.

- C. In the event the Town of Waterloo forms a townwide waste collection district and intends to contract said collection to a private hauler, Seneca Meadows shall have the right to submit a proposal and negotiate with the Town for the provision of waste collection and disposal services. If Seneca Meadows elects not to submit a proposal or good faith negotiations do not result in an agreement between Seneca Meadows and the Town, then the Town may solicit bids or proposals, as required by applicable law, for waste collection services. In the event the Town contracts with Seneca Meadows or a private hauler for collection services the Town will not be charged disposal fees by Seneca Meadows for residential waste.
- D. Seneca Meadows shall continue to provide annually for two (2) scholarships for graduating seniors from Waterloo high school. The amounts of the scholarships shall not be less than \$1,000 each. Criteria for scholarship winners shall continue to be set by Seneca Meadows and Waterloo High School representatives.

X. 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 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 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 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.
- 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 a review of Seneca Meadows' compliance with this program.

XI. COMMUNITY BENEFIT PAYMENTS.

- A. From the effective date of this Agreement to the date of issuance of the necessary permits and authorizations for Seneca Meadows to construct and operate the Landfill Expansion, an initial annual community benefit fee of one hundred fifty thousand (\$150,000.00) will be paid by Seneca Meadows to the Town. Subsequent annual community benefit fees will increase in fifty thousand dollar (\$50,000) increments up to a maximum of two hundred fifty thousand dollars (\$250,000)
- B. Payments due under paragraph (A) shall be made in equal quarterly payments to the Town. The first quarterly community benefit fee shall be due on the effective date of this Agreement and succeeding annual fee amounts shall increase each year as set forth in paragraph (A) on the anniversary of the effective date.
- C. Upon issuance of the necessary permits and authorizations for Seneca Meadows to construct and operate the Landfill Expansion, the payments due under paragraph (A) shall cease and be superseded by an annual community benefit fee, as calculated in

paragraph (D) below, to be paid by Seneca Meadows to the Town in equal quarterly payments.

- D. The initial annual community benefit fee payable to the Town pursuant to paragraph (C) shall be five hundred thousand dollars (\$500,000.00). For any subsequent year of landfill operation following the initial year the community benefit fee shall be the increased by two percent (2%) per annum. A schedule of community benefit fees by year of landfill operation is set forth in Appendix "D".
- E. The community benefits fee shall be used by the Town for qualified projects as set forth in Appendix "E".

XII. 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.

XIII. 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.

XIV. 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 Town of Seneca Falls, the Commissioner of the DEC, or the DEC itself relating to the issuance of permits 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 the proceedings for the required approvals for construction and operation of the facility. However, the Town Board finds, subject to its review of the final environmental impact statement and issuance of findings by the lead agency, that Seneca Meadows will mitigate the adverse impacts from the Landfill to the maximum extent practicable consistent with Seneca Meadow's plans for Landfill Expansion.
- D. The Town, as an interested agency under SEQRA or pursuant to a petition for party status under DEC's uniform procedures, or in any other proceeding, agrees not to oppose issuance of the permits to construct and operate the Landfill Expansion nor to seek to present an issue for adjudication at any hearing therein, including, but not limited to, legislative hearings, issues conferences or adjudicatory hearings.
- E. Except for any breach of this Agreement by Seneca Meadows, the Town shall not make any claim nor institute any suit nor voluntarily become a party to any suit or proceeding with respect to the Landfill Expansion. The Town shall not cause any other party, either directly or indirectly, to bring any suit or intervene in any proceeding with respect to the Landfill Expansion.
- F. The Town shall not pass any local law, ordinance or regulation which shall attempt to regulate, limit or otherwise detrimentally affect construction or operation of the Landfill Expansion including, without limitation, any road or highway weight limitation or restriction or any zoning provision or other restriction which would limit

or restrict the siting or operation of any surface mines on the property within the Town presently owned or under negotiation for ownership as identified in Appendix F which are or would be subject to the jurisdiction of the DEC pursuant to the New York State Mined Land Reclamation Law or any new restrictions on the location of support facilities on the property within the Town presently owned or under negotiation for ownership as identified in Appendix "F", including, without limitation: stormwater management facilities (ie. surface water ponds, drainage channels), public or private utilities and related appurtenances, equipment maintenance facilities, material storage areas; or, tire recycling facilities. In consideration for the Community Benefits Fees, the Town shall support Seneca Meadows' applications, as such may be required, for the desired projects which must meet the standards and requirements established by the Town Code. Seneca Meadows will be subject to any or all existing Local Laws or Zoning ordinances in place at the time this agreement is executed.

- G. Nothing herein shall be construed as preventing the Town from:
1. Opposing any future expansion of the Landfill;
 2. Participating as an interested agency in the SEQRA review relating to the Landfill Expansion, subject to the agreements set forth herein; or
 3. Participating as an interested party in any permit process for the limited purpose of protecting the Town's rights and interests under this Agreement.
- H. The Town acknowledges that Seneca Meadows has no adequate remedy by way of damages or injunctive relief in the event the Town breaches or threatens to breach the restrictions and obligations contained within this Agreement. In the event that the Town breaches or threatens to breach this Agreement, Seneca Meadows may opt, at its discretion, to terminate this Agreement. In the event that Seneca Meadows terminates the Agreement, the Town reserves whatever rights it may have to seek to enjoin the Landfill 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 standing or authority to challenge the issuance of permits or approvals required as a condition to construct or operate a facility

XV. DURATION OF AGREEMENT.

- A. This Agreement will become effective upon its signature by Seneca Meadows and signature by the Town pursuant to approval by the Town Board.
- B. The terms of this Agreement will continue throughout the design, construction and operation of the Landfill Expansion at the site described herein. This Agreement will terminate upon final closure of the Landfill Expansion.

XVI. 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.

XVII. 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 Waterloo
 - Attention: Town Supervisor
 - 66 Virginia Street
 - Waterloo, New York 13165

- (ii) Notices to Seneca Meadows, Inc.:
Seneca Meadows, Inc.
Attn: District Manager
1786 Salcman Road
Waterloo, New York 13165

With a copy to:
IESI Corporation
Attn: Tom Fowler
2301 Eagle Parkway
Suite 200
Fort Worth, TX 76177

XIX. 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 Waterloo, at a meeting thereof held on _____ and that James H. Mooney, 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 Waterloo, and Waterloo, New York.

2. Seneca Meadows represents and warrants that its Regional Vice President has executed this Agreement and that, _____, 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: _____

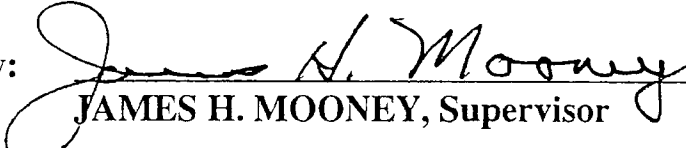
STATE OF NEW YORK)
COUNTY OF SENECA) SS:

On the 24 day of August, 2005, before me personally came Edward A. [unclear], to me known who, being by me duly sworn did depose and say that (s)he resides in Plymouth, NJ, that (s)he is the Vice President of **SENECA MEADOWS, INC.**, the corporation described in and which executed the above instrument.

Notary Public

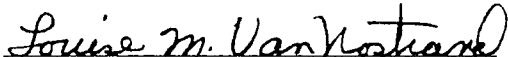
SANDRA RUFINO
Notary Public of New Jersey
My Commission Expires March 1, 2008

TOWN OF WATERLOO

By: 
JAMES H. MOONEY, Supervisor

STATE OF NEW YORK)
COUNTY OF SENECA) SS:

On the 16 day of August, 2005, before me personally came **JAMES H. MOONEY**, to me personally known, who, being by me duly sworn. did depose and say that he resides in the Town of WATERLOO, that he is Supervisor of the **TOWN OF WATERLOO**, 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 WATERLOO.


Notary Public

LOUISE M. VANNOSTRAND
Notary Public, State of New York
No. 01VA5028380
Qualified in Seneca County
Commission Expires May 31, 2006

Seneca Meadows Landfill
Town of Waterloo Residential Property Value Protection Plan
Listing of Residential Properties SMI Voluntarily Included in Program

Parcel Number	Owner Name	Street Address
07-1-02.12	Richard F. Olschewske	1772 North Road
07-1-02.112	Dane A. Hansen	1768 North Road
07-1-03	Wendy Hudson	1778 North Road
07-1-05	Jeffrey A. Bean	1766 North Road
07-1-06	Richard D. Jarrett	1764 North Road
19-1-52.2	Daniel & Sandra King	1705 North Road
19-1-29	Frank & Gloria Vandemortel	1729 North Road
19-1-28	Armin & Roberta Winters	1743 North Road
19-1-27.2	Arlene Stamp	1757 North Road
19-1-27.1	Robert L. Lutz	1769 North Road
19-1-26.11	Thomas B. Lutz	1771 North Road
19-1-26.2	George R. & Linda M. Bryar	1775 North Road

Attn: Tom Finnerty

**Seneca Meadows Landfill
Town of Waterloo Residential Property Value Protection Plan
Listing of Eligible Properties**

Parcel ID	Name	Property Classification	Address
16-1-65	Ruth A. Hall	270	1885 Burgess Rd
16-1-16.111	Ronald W. Mosher	220	1905 Burgess Rd
16-1-60	Donald M. Phillips	210	1903 Burgess Rd
16-1-64	Donna M. Hares	210	1897 Burgess Rd
16-1-59	Thomas B. Lutz	270	1899 Burgess Rd
16-1-20.11	Quentin D. Good	210	2078 Burgess Rd
19-1-51.1	Daniel L. Winters	210	1755 North Rd
19-1-24.12	Thomas J. O'Connor	210	1655 North Rd
19-1-30	Steven A. Mueller	210	2275 Burgess Rd
19-1-31	Thomas E. O'Connor	210	2263 Burgess Rd
19-1-32.1	Thomas B. Lutz	210	2247 Burgess Rd
19-1-32.2	Ross William Jones	270	2239 Burgess Rd
19-1-33	Max H. Hutchinson	210	2227 Burgess Rd
19-1-18	Gary A. Labour	210	2155 Burgess Rd
19-1-17	Gary L. Burgess	120	2139 Burgess Rd
19-1-15.12	Dixie D. Lemmon	210	1569 North Rd

Attn: Tom Finnerly
Fax 539-4119



PRIVILEGED AND CONFIDENTIAL
RECEIVED

JUN 30 2009

WATERLOO TOWN CLERK

CONFIDENTIAL

MAP LEGEND:

- INDICATES PROPERTY UNDER ACTIVE CONSIDERATION FOR OWNERSHIP
- INDICATES TOWN BOUNDARY LINE
- INDICATES SENECA MEADOWS PROPERTY BOUNDARY



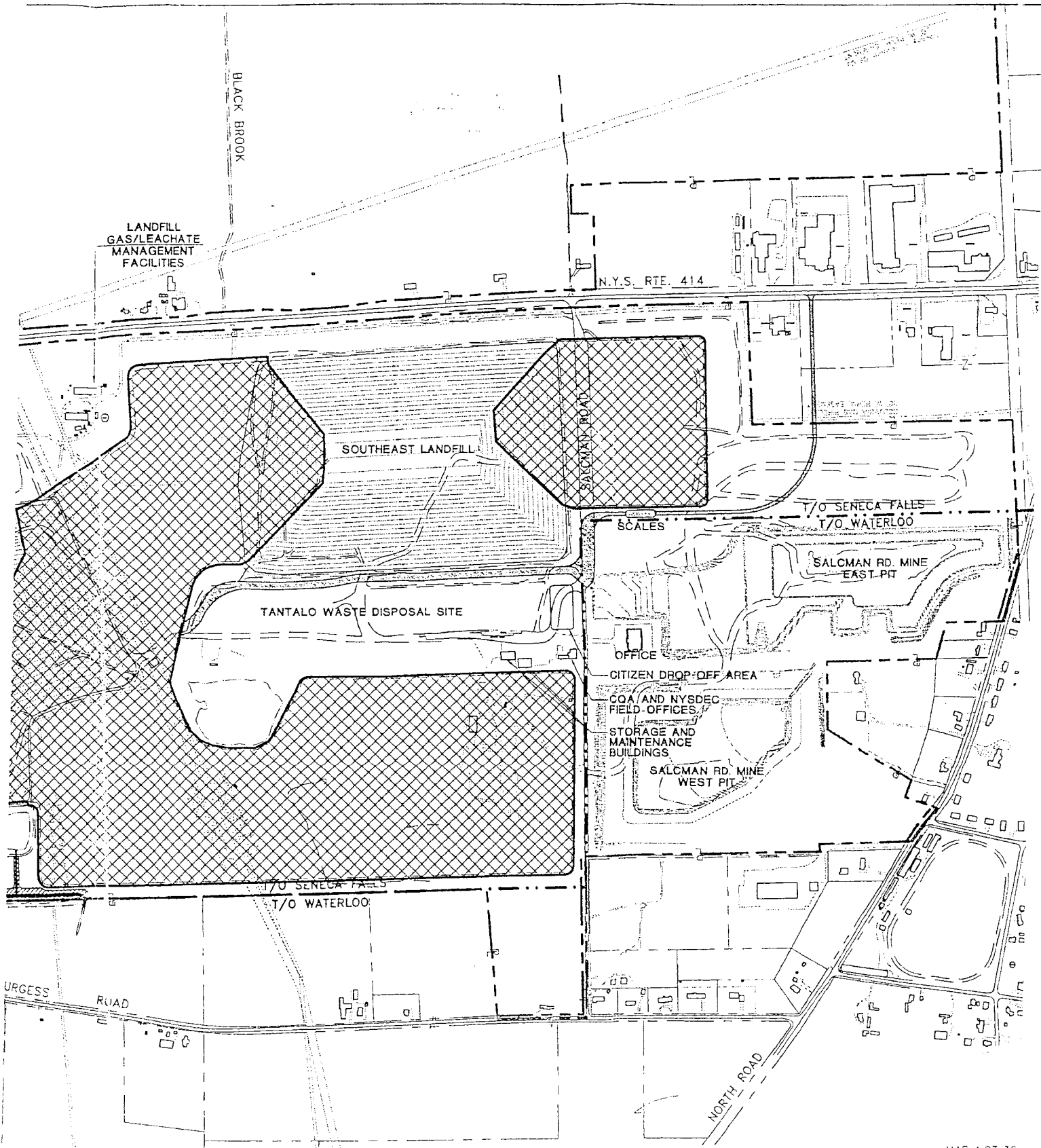
Seneca Meadows, Inc.
Seneca Meadows Landfill

APPENDIX F
TOWN OF WATERLOO
COMMUNITY BENEFITS AGREEMENT
PROPERTY MAP

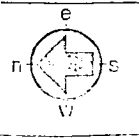
MAP NOT TO SCALE

called Don Gentlicore and requested Appendix F which was never filed with the Town Clerk.

Mr. Gentlicore E mailed it to the Town Clerk's Computer.
Louise M. VanNathan 6/30/09



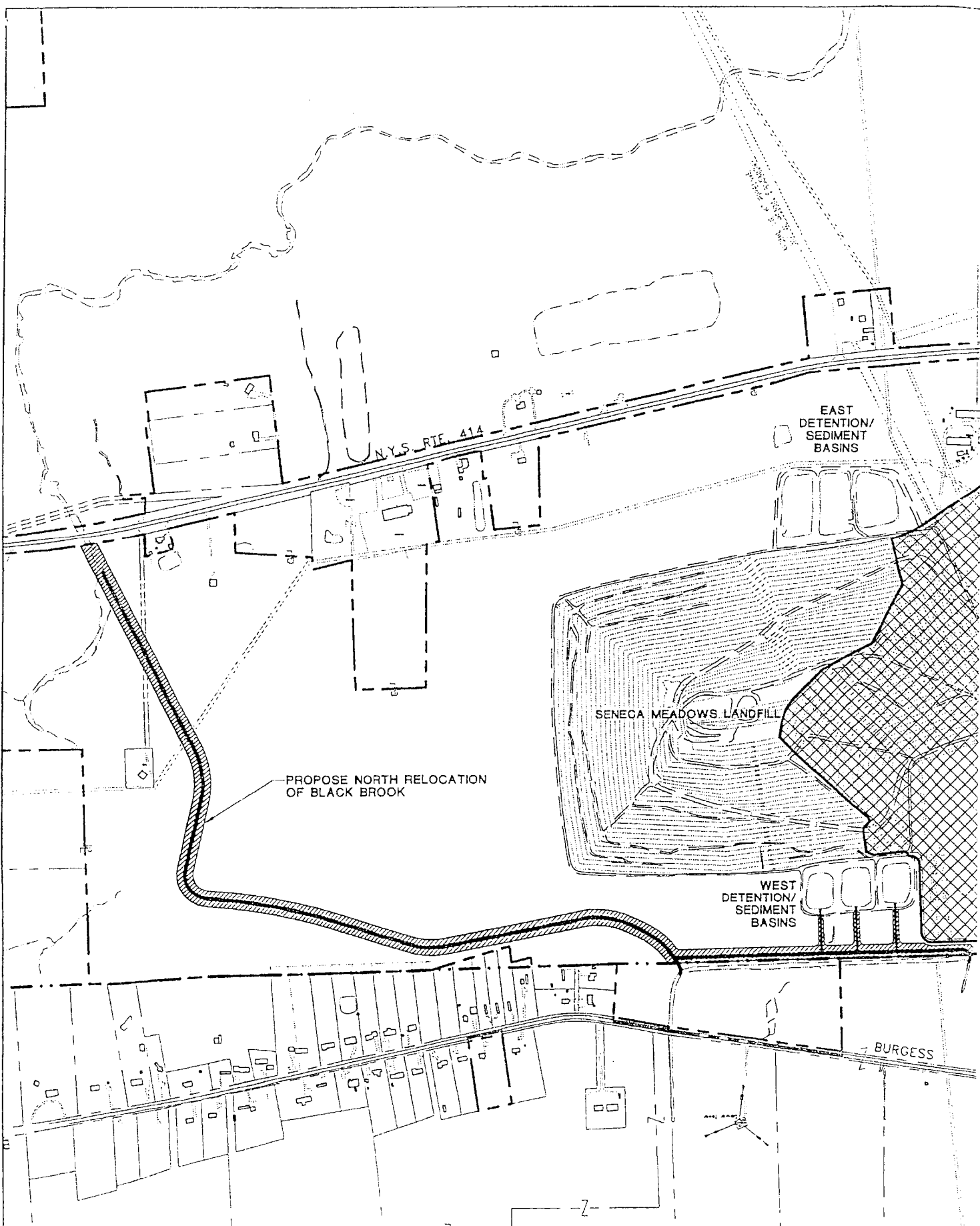
MAP NOT TO SCALE



Seneca Meadows, Inc.
Seneca Meadows Landfill

APPENDIX B
TOWN OF WATERLOO
COMMUNITY BENEFITS AGREEMENT
LANDFILL EXPANSION AREA

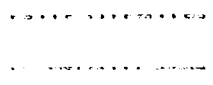
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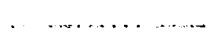
MAP LEGEND:



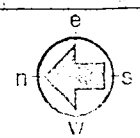
INDICATES LANDFILL EXPANSION AREA

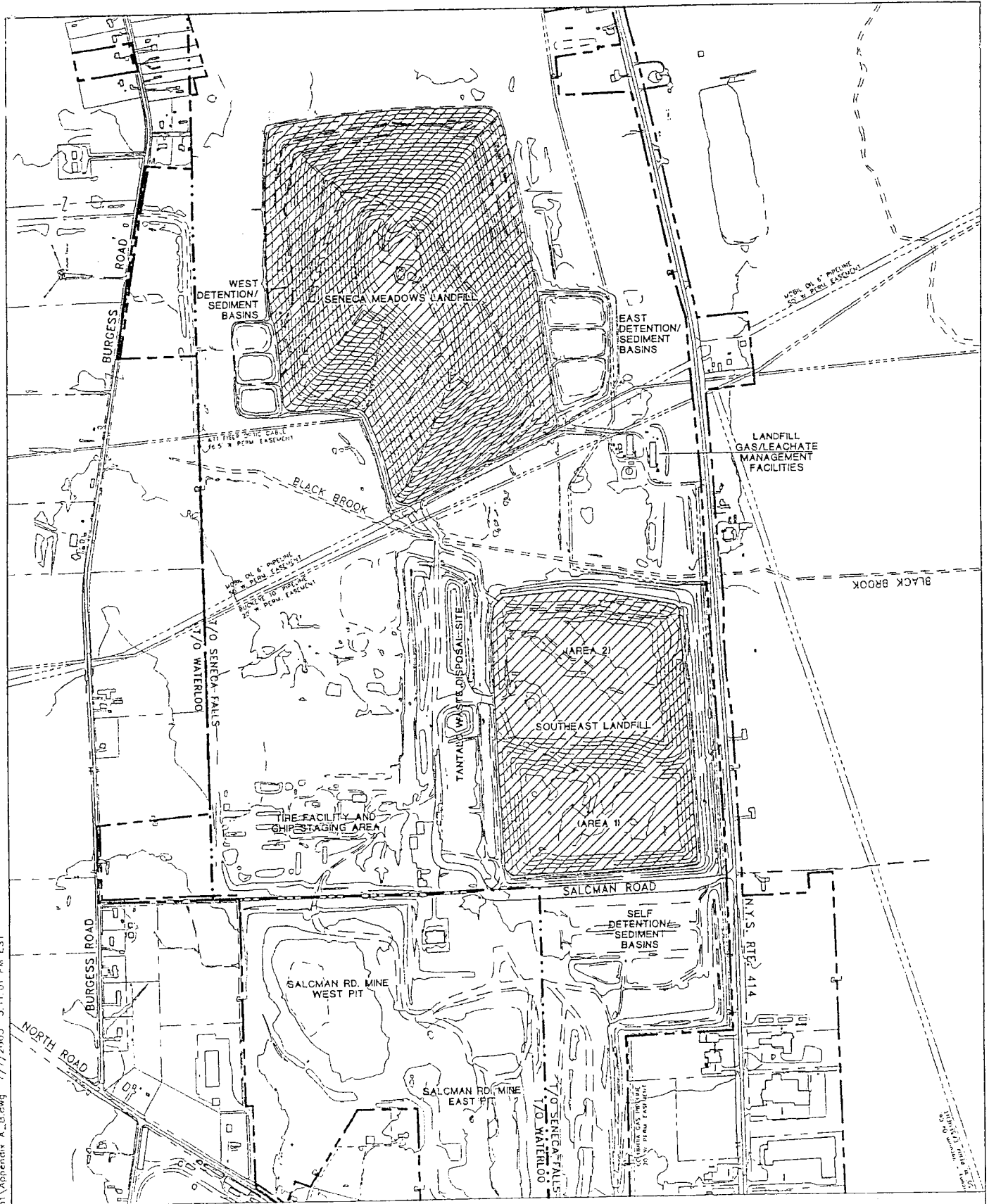


INDICATES TOWN BOUNDARY LINE



INDICATES SENECA MEADOWS PROPERTY BOUNDARY





MAP LEGEND:



INDICATES WASTE DISPOSAL AREA

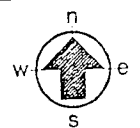
INDICATES TOWN BOUNDARY LINE

INDICATES SENECA MEADOWS PROPERTY BOUNDARY

MAP NOT TO SCALE



Seneca Meadows, Inc.
Seneca Meadows Landfill



APPENDIX A
TOWN OF WATERLOO
COMMUNITY BENEFITS AGREEMENT
EXISTING LANDFILL AREA

S:\109\p03\ACAD\Expansion Concept\Appendix A_B.dwg 7/7/2005 3:11:01 PM EST