

**AMENDED AND RESTATED
HOST COMMUNITY AGREEMENT**

THIS AMENDED AND RESTATED AGREEMENT is made this 21 day of December, 2011 (the "Agreement"), by and among **MONROE COUNTY**, a municipal corporation with offices at the County Office Building, 39 West Main Street, Rochester, New York 14614 (hereinafter "County"); the **TOWN OF BERGEN**, a municipal corporation having its offices at 10 Hunter Street, P.O. Box 249, Bergen, New York 14416 (hereinafter "Town"); the **VILLAGE OF BERGEN**, a municipal corporation with offices at 11 North Lake Avenue, Bergen, New York (hereinafter "Village"); the **BYRON-BERGEN CENTRAL SCHOOL DISTRICT**, with offices at 6917 West Bergen Road, Bergen, New York 14416 (hereinafter "School District"); and **BERGEN FIRE DEPARTMENT, INC.** with offices at 10 Hunter Street, P.O. Box 428, Bergen, New York 14416 (hereinafter "Fire Department"). For purposes of this Agreement, the Town, the Village, the School District, and the Fire Department are collectively referred to as the "Municipalities."

WHEREAS, pursuant to a Host Community Agreement, dated July 20, 1989, (the "Host Community Agreement") by and among the County, Town, Village, Fire Department and the School District, the County and the Town, Village, Fire Department and the School District set forth certain terms related to the siting and operation of a Solid Waste Landfill located in the Town of Riga, New York and certain benefits to the parties thereto as more fully set forth therein; and

WHEREAS, the Host Community Agreement contemplated the siting and development of the Landfill on certain real property which is identified in the Final Environmental Impact Statement prepared by the County consisting of 570 acres and situated in the Town of Riga, County of Monroe, State of New York and being more particularly described on Appendix A to the Host Community Agreement; and

WHEREAS, the County is considering the expansion of its operations at the Landfill on to property adjacent to or contiguous with the current property on which the Landfill is located and/or any alternative location ultimately selected by the County; and

WHEREAS, the County, the Town, the Village, Fire Department and School District desire to amend and restate the Host Community Agreement to confirm certain rights and

obligations that are set forth in the Host Community Agreement and to address a possible expansion of the Landfill; and

WHEREAS, the County, the Town, the Village, Fire Department and School District desire to set forth the additional terms and conditions for the Town, the Village, Fire Department and the School District to support the possible expansion of the Landfill as set forth herein.

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 and obligations of the parties related to the construction, operation, maintenance of the Landfill in the Town of Riga and any expansion thereof in the Landfill Expansion Area.

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 the singular shall include the plural and words in the plural shall include the singular where the context so requires.

- A. **Agreement** – This Agreement and Appendices or Schedules attached thereto.
- B. **Beneficial Use Determination Materials** – Shall have the meaning set forth in 6 NYCRR Part 360-1.15.
- C. **County** – The municipal corporation known as the County of Monroe, in the State of New York, and, depending on the context, the geographic area thereof.
- D. **Facility** – All elements of the Mill Seat Solid Waste Landfill and ancillary facilities, including any landfill expansion in the Landfill Expansion Area as defined herein in the event that the County obtains all necessary approvals and completes the required environmental review for any such landfill expansion, including weigh stations, above-ground leachate storage tanks, leachate treatment facilities, electrical equipment, piping, buildings, offices, maintenance areas, methane gas collection system, composting complex, soil borrow areas, construction debris (CD) Landfill area, and any additions, replacements, appurtenances, and equipment, to be constructed or installed; excluding, however,

mass burning or incineration operation equipment, processing of any hazardous waste materials, and any Landfill to be utilized in connection therewith.

- E. **Landfill** – The Mill Seat Solid Waste Landfill as currently permitted by the DEC, as depicted in Appendix A attached hereto and made a part hereof.
- F. **Landfill Expansion Area** – The land owned by the County or to be purchased by the County adjacent to the current Landfill and contiguous to the Landfill Footprint on which the County may seek to expand its Facility, subject to the applicable site selection procedures set forth in 6 NYCRR Part 360, environmental review pursuant to the State Environment Quality Review Act, Article 8, ECL and regulatory and other approvals.
- G. **Landfill Footprint** – The permitted disposal area of the Landfill as depicted in Appendix B attached hereto and made a part hereof.
- H. **Municipalities** – The Town of Bergen, the Village of Bergen, the Byron-Bergen Central School District, and the Bergen Fire Department, Inc.
- I. **New York State Department of Environmental Conservation (DEC)** – 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.
- J. **Permit Modification Date** – The date upon which the County receives a modification permit in a final, non-appealable form from DEC for the expansion, if any, of the Landfill on to the Landfill Expansion Area.
- K. **Site** – See Section III for a Site definition and description, as depicted in Appendix C attached hereto and made a part hereof.
- L. **Solid Waste** – As defined in Section 360-1.2 of 6 New York Code, Rules and Regulations Part 360.
- M. **State Environmental Quality Review Act (SEQRA)** – Article 8 of the Environmental Conservation Law of the State of New York.

III. **SITE DESCRIPTION**

Site Description - The "Site" shall consist of the Facility and properties as depicted on Appendix C attached hereto and made a part hereof in the Town of Riga. The Site herein shall not be construed to consist of any properties that form a Landfill Expansion Area until such time as the County conducts a site selection process in accordance with applicable regulations, obtains the requisite approvals and completes the environmental review process pursuant to SEQRA. Nothing herein commits the County to expand the Landfill or file applications for the Landfill Expansion Area. The siting, development, construction and operation of a Landfill Expansion Area and the County's site selection process will be governed by the applicable solid waste management regulations, applicable laws and regulations, and, the environmental review process required by the SEQRA.

IV. **WATER SUPPLY PROTECTION PROGRAM**

- A. The County, in order to mitigate any concerns that Site development or operation may adversely impact well water supplies in the vicinity of the Site, has agreed to provide for the extension by the Monroe County Water Authority of public water mains to serve the vicinity of the Site.
- B. The County shall continue to pay for the Water Main Extension Program Debt Service as set forth on Attachment "A", attached hereto, until fully satisfied.
- C. The County shall arrange with the Monroe County Water Authority that the rates to be charged to Town and Village residents by the Monroe County Water Authority for water provided by the Water Main Extension shall be the same rates charged to Monroe County Water Authority customers residing within Monroe County (excluding any discounts for water volume usage available to Monroe County residents).

V. **TRAFFIC AND HIGHWAY IMPACTS**

- A. As stated by the County in the Final Environmental Impact Statement, it is the County's intention that all transfer trailers traveling to and from the Landfill will be directed to the Site via the I-490 expressway and Brew Road.

- B. The County will be responsible for patrolling roads in the vicinity of the Site to assure that the operations at the Site do not result in litter or unsightly conditions on those roads.
- C. The County shall cause all vehicles disposing of waste to be weighed at the Site. All such weight information shall be made available to the Town and Village and to appropriate law enforcement agencies, and the County shall cooperate with such officials to effectively enforce existing weight regulations. The weight scales shall conform to and be acceptable to appropriate law enforcement agencies.

VI. **TOWN AND VILLAGE**

In addition to the rights set forth above, the County shall (i) within thirty (30) days of the date of execution and delivery hereof by all the parties to this Agreement pay over or cause to be paid over to the Town the amount of Twenty Five Thousand and 00/100 dollars (\$25,000.00); (ii) within thirty (30) days of the Permit Modification Date to the County from the New York State Department of Environmental Conservation for the expansion of the Landfill in the Landfill Expansion Area as contemplated hereby pay over or cause to be paid over to the Town the amount of Twenty Five Thousand and 00/100 Dollars (\$25,000); and (iii) within thirty (30) days of the date of execution and delivery hereof by all parties , the County shall pay or cause to be paid to the Town the amount of \$.10 per ton for each ton of Solid Waste, excluding yard waste, recyclables, redirected waste and Beneficial Use Determination Materials, accepted for disposal in the Landfill and/or Landfill Expansion Area for which the County or the operator is paid for disposal, until the Landfill and/or any landfill expansion in the Landfill Expansion Area ceases accepting Solid Waste for disposal; (iv) for each calendar quarter, or portion thereof during which the Landfill and/or Landfill Expansion Area is operating, the County shall pay the Town the applicable payments hereunder, payment to be made within forty-five (45) days after the close of the proceeding calendar quarter; (v) the County, or its agent, shall assume full responsibility for weighing all quantities of Solid Waste for which payment is to be made hereunder and shall keep accurate records of the annual tonnage of Solid Waste deposited into the Landfill Footprint and/or landfill

expansion, if any, in a Landfill Expansion Area. Such records shall be available for inspection by the Town during business hours upon reasonable prior notice to the County.

VII. **FIRE CONTROL**

- A. The total area of the Site is within the Riga Fire Protection District, and is currently serviced by the Bergen Fire Department by an Annual Contract with the Town of Riga.
- B. The County will cooperate with the Fire Department serving the District in which the Site is located in scheduling inspections of the Site. In addition, the County will cooperate with the Fire Department in arranging periodic training for Fire Department Staff in fire control of landfill fires.
- C. During each full calendar year that the Landfill is accepting Solid Waste for disposal, the County shall pay to the Fire Department an annual Maintenance Fee and an annual Capital Reserve Fee as described herein, provided that such fees shall only be payable if the Fire Department is contractually obligated to service the Site. The Maintenance Fee for the 2011 full calendar year of operation of the Landfill was \$4,200.72, which sum shall be used for the maintenance of Fire Department equipment. The Capital Reserve Fee for the 2011 full calendar year of operation of the Landfill was \$2800.50, which fee shall be placed in a reserve fund for Fire Department equipment replacement. For as long as the Fire Department is obligated to service the Site, subsequent Maintenance Fees and Capital Reserve Fees shall be the previous year's fee multiplied by one hundred two percent (102%).
- D. In the event of a fire at the Site, the County shall be obligated:
 - (1) to reimburse the Fire Department for any operational expenses incurred or for any materials expended for any other than ordinary fire control at the Site;
 - (2) ensure that in the event a fire continues beyond forty-eight hours, equipment is brought to the Site to permit the Fire Department to remove its primary fire truck from the Site.
- E. In addition to the rights set forth, the County shall (i) within thirty (30) days of the date of execution and delivery hereof by all parties to this Agreement pay over

or cause to be paid over to the Fire Department the amount of Ten Thousand and 00/100 dollars (\$10,000);(ii) within thirty (30) days of the Permit Modification Date to the County from the New York State Department of Environmental Conservation for the expansion of the Landfill in the Landfill Expansion Area as contemplated hereby pay over or cause to be paid over to the Fire Department the amount of Ten Thousand and 00/100 Dollars (\$10,000).

VIII. SCHOOL DISTRICT PROGRAMS

- A. During each calendar year and continuing until the Landfill or Landfill Expansion Area ceases accepting Solid Waste for disposal, the School District shall offer the programs described in Appendix "D." In consideration for the providing of such programs, the School District shall be paid by the County as follows:
- (1) The sum of \$86,001.13 (the "Base Sum") shall be paid by the County to the School District for the 2011-12 school year.
 - (2) During the term of this Agreement and until the Landfill and any landfill expansion in the Landfill Expansion Area ceases accepting Solid Waste the Base Sum shall be adjusted in each subsequent calendar year by the same percentage increase or decrease by which the property tax revenues to be received by the School District (from the portion of the School District in the Town of Riga) has changed from the previous year's property tax revenue received from that portion of the School District. For purposes of this calculation, the property tax revenue received from properties acquired by the County of Monroe for the Landfill Expansion Area shall be included in the calculation to be paid to the School District, with such property tax revenue to be calculated based upon the same tax revenue as the year previous to the County acquiring such property (i.e., if the tax on the property was \$5,000.00 in the year previous to acquisition, then the \$5,000.00 tax would remain included in such calculation).

IX. **PROJECT DESIGN, CONSTRUCTION AND OPERATION LIAISON**

- A. The County, in cooperation with the Town of Riga, has established a Citizen's Advisory Board (CAB), which shall continue to act as a formal liaison between the affected communities and the County regarding the design, construction and operation of the Site.
- B. The Citizen's Advisory Board shall continue to consist of 13 members selected or designated as follows:
- (1) The Town Board of the Town of Riga shall designate four CAB members.
 - (2) The Town Board of the Town of Bergen shall designate one member of the CAB.
 - (3) The Village of Bergen Board of Trustees shall designate one member of the CAB.
 - (4) The Village of Churchville Board of Trustees shall designate one Trustee as a member of the CAB.
 - (5) The Monroe County Executive shall designate six members of the CAB, at least one of whom shall be a resident of the Town of Riga and one from the Village of Churchville.

Members of the CAB shall serve for such terms and on such conditions as the parties designating the respective member may determine.

- C. All of the Municipalities' expenses relating to such services and support shall be paid by the Municipalities.

X. **INDEMNIFICATION**

A. Except to the extent caused by the gross negligence or willful misconduct of the Municipalities, or its officers, agents, employees, subcontractors, the County agrees that it shall defend indemnify and hold harmless the Municipalities, its officers, agents or employees from all liability, actions, damages, claims, demands, judgments, losses, costs, expenses and fees, including attorneys' fees, imposed upon the Municipalities for injury or death to persons or for losses of or damage to property as a result of any act or omission occurring in connection with the design, construction and/or operation of the Facility and landfill expansion, if any, in a Landfill Expansion Area.

B. The County shall have the right to control the defense of any such actions or claims and shall have the right to settle such actions or claims on such terms as it may deem reasonable so long as such settlement releases or indemnifies the Municipalities.

XI **OBLIGATIONS OF MUNICIPALITIES**

A. So long as the County has not breached any term of this Agreement or any agreement entered into pursuant to this Agreement in order to carry out its purposes and intent:

(1) Except for any breach of this Agreement by the County, the Municipalities shall not make any claim nor institute any suit nor voluntarily become a party to a suit or proceeding against the County with respect to any subject addressed herein. In particular, the Municipalities shall not institute nor voluntarily become a party to any suit regarding the County's environmental review of the expansion of the Landfill into the Landfill Expansion Area, nor shall the Municipalities voluntarily become a party to any proceeding before the DEC to challenge or oppose the issuance of permits for the Landfill Expansion Area. The Municipalities shall not cause any other party, either directly or indirectly, to bring any suit or proceeding as herein specified.

(2) The Municipalities shall not pass any local law, ordinance or regulation which shall attempt to regulate, limit or otherwise detrimentally effect the County's operations at the Landfill including, without limitation, any zoning ordinance or any road or highway weight limitations or restrictions.

B. In the event that one or more of the Municipalities materially breaches any of the covenants set forth in Paragraph A of this Section, the County shall be relieved of all future obligations to any other Municipalities under this Agreement. In addition, the Municipalities acknowledge that the County has no adequate remedy in the way of damage in the event any of the Municipalities breaches or threatens to breach the covenants set forth in Subparagraph A.2 of this Section and therefore the Municipalities agree that the County may apply to the Courts for

equitable relief directing the Municipalities to comply and/or enjoining or restraining the Municipalities from any breach of said Subparagraph.

- C. Nothing herein shall be construed as preventing the Municipalities from:
- (1) Opposing any other Landfill or recycling, incineration, composting or waste-to-energy facility proposed to be constructed within the Municipalities for purposes of receiving any Solid Waste at any location other than the Site.
 - (2) Fully participating as an interested party in the SEQRA review relating to the Site.
 - (3) Participating as an interested party in any DEC permit process for the Site for the limited purpose of protecting the Municipalities' rights and interests under this Agreement.

XII DURATION OF AMENDED AND RESTATED AGREEMENT

The term of this Agreement shall continue from the date set forth above and shall continue throughout the design, construction and operation of the Landfill and any Landfill Expansion Area and terminate when the Landfill and/or any landfill expansion in the Landfill Expansion Area, if any, ceases accepting Solid Waste for disposal.

XIII MISCELLANEOUS

- A. **Headings** – The article and section headings in this Agreement are inserted for convenience or reference only and are not intended to limit or define the scope of any provision of this Agreement.
- B. **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 shall:
- (1) Promptly meet and negotiate a substitute for such clause, provision, Section or Article which shall, to the greatest extent legally permissible, effect the 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 effect the intent of the parties in the invalid provision.
- (4) The invalidity of such clause, provision, subsection, Section or Article shall not affect any of the remaining provisions hereof, and this Agreement shall be construed and enforced as if such invalid portion did not exist.
- C. **Notices** – Notices hereunder shall be given in writing and delivered to the parties by first class mail, postage prepaid, at the addresses set forth hereinabove. The parties may designate such other addresses as they may from time to time choose, provided that they advise all other parties in writing of such change.
- D. **Waiver** – The failure of any party to insist on the strict performance of any term or provision hereof shall not be deemed a waiver of the right to insist on strict performance of any other term or provision, nor shall it be deemed a waiver of any subsequent breach.
- E. **Applicable Law** – This Agreement shall be governed by the laws of the State of New York.
- F. **Entire Agreement** – Unless supplemented or otherwise amended, this Agreement constitutes the parties' entire Agreement with respect to the subjects set forth herein, and no other agreements, written or unwritten, implied or expressed, shall be deemed effective.
- G. **Successors and Assigns** – The rights and obligations of the County and the Municipalities set forth herein shall inure to the benefit of and bind their respective successors and assigns.

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

APPROVED
AS TO
SUFFICIENCY
OF FUNDS
SOURCE 9009 8283
DATE 12-21-11
BY DO
MONROE COUNTY
BUDGET DIRECTOR

MONROE COUNTY

By: Maggie Brooks
MAGGIE BROOKS
Monroe County Executive



TOWN OF BERGEN

By: Donald Cunningham
DONALD CUNNINGHAM
Town Supervisor

VILLAGE OF BERGEN

By: [Signature]
RALPH MARSOCCHI
Mayor

**BYRON-BERGEN CENTRAL
SCHOOL DISTRICT**

By: Loren Penman
LOREN PENMAN
Interim Superintendent of Schools

BERGEN FIRE DEPARTMENT, INC.

By: Joe MacConnell
JOE MACCONNELL
Bergen Fire Department Chief

STATE OF NEW YORK)
COUNTY OF MONROE) SS
CITY OF ROCHESTER)

On the 2nd day of Dec. in the year 2011 before me, the undersigned, a Notary Public in and for said State, personally appeared MAGGIE BROOKS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Mary Beth Musto
Notary Public

Mary Beth Musto
Notary Public State of New York
Monroe County
Commission Expires Sept. 25, 2014

STATE OF NEW YORK)
COUNTY OF MONROE) SS
CITY OF ROCHESTER)

On the 16th day of November in the year 2011 before me, the undersigned, a Notary Public in and for said State, personally appeared Lawen Pawman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature(s) on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]
Notary Public

DANIEL S. BRYSON
Notary Public, State of New York
Monroe County
My Commission Expires Sept. 21, 2014

STATE OF NEW YORK)
COUNTY OF MONROE) SS
CITY OF ROCHESTER)

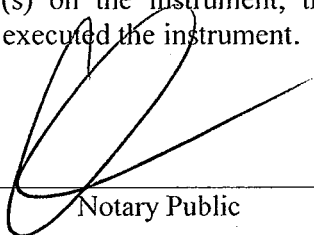
On the 16th day of November in the year 2011 before me, the undersigned, a Notary Public in and for said State, personally appeared Donald Cunningham, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature(s) on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]
Notary Public

DANIEL S. BRYSON
Notary Public, State of New York
Monroe County
My Commission Expires Sept. 21, 2014

STATE OF NEW YORK)
COUNTY OF MONROE) SS
CITY OF ROCHESTER)

On the 16th day of November in the year 2011 before me, the undersigned, a Notary Public in and for said State, personally appeared Ralph Mansucci, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature(s) on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

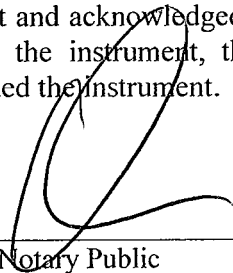


Notary Public

DANIEL S. BRYSON
Notary Public, State of New York
Monroe County
My Commission Expires Sept. 21, 2014

STATE OF NEW YORK)
COUNTY OF MONROE) SS
CITY OF ROCHESTER)

On the 16th day of November in the year 20 before me, the undersigned, a Notary Public in and for said State, personally appeared Joe MacConducci, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature(s) on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

DANIEL S. BRYSON
Notary Public, State of New York
Monroe County
My Commission Expires Sept. 21, 2014

APPENDIX A

LANDFILL



LEACHATE STORAGE TANKS

Maintenance Facility

SCALE HOUSE

ADMINISTRATION BUILDING

DETENTION POND

ACCESS ROAD

BREW ROAD

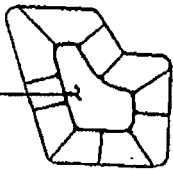
Landfill
435 Acres

PERIMETER ROAD

O'BRIEN ROAD

DETENTION POND

SPOIL AREA



DETENTION POND

BREW ROAD

Appendix A
"Landfill"
Monroe County Mill Seat Solid Waste Landfill
Town of Riga, N.Y.
December 2010

APPENDIX B
LANDFILL FOOTPRINT



LEACHATE STORAGE TANKS

Maintenance Facility

SCALE HOUSE

ADMINISTRATION BUILDING

DETENTION POND

ACCESS ROAD

BREW ROAD

PERIMETER ROAD

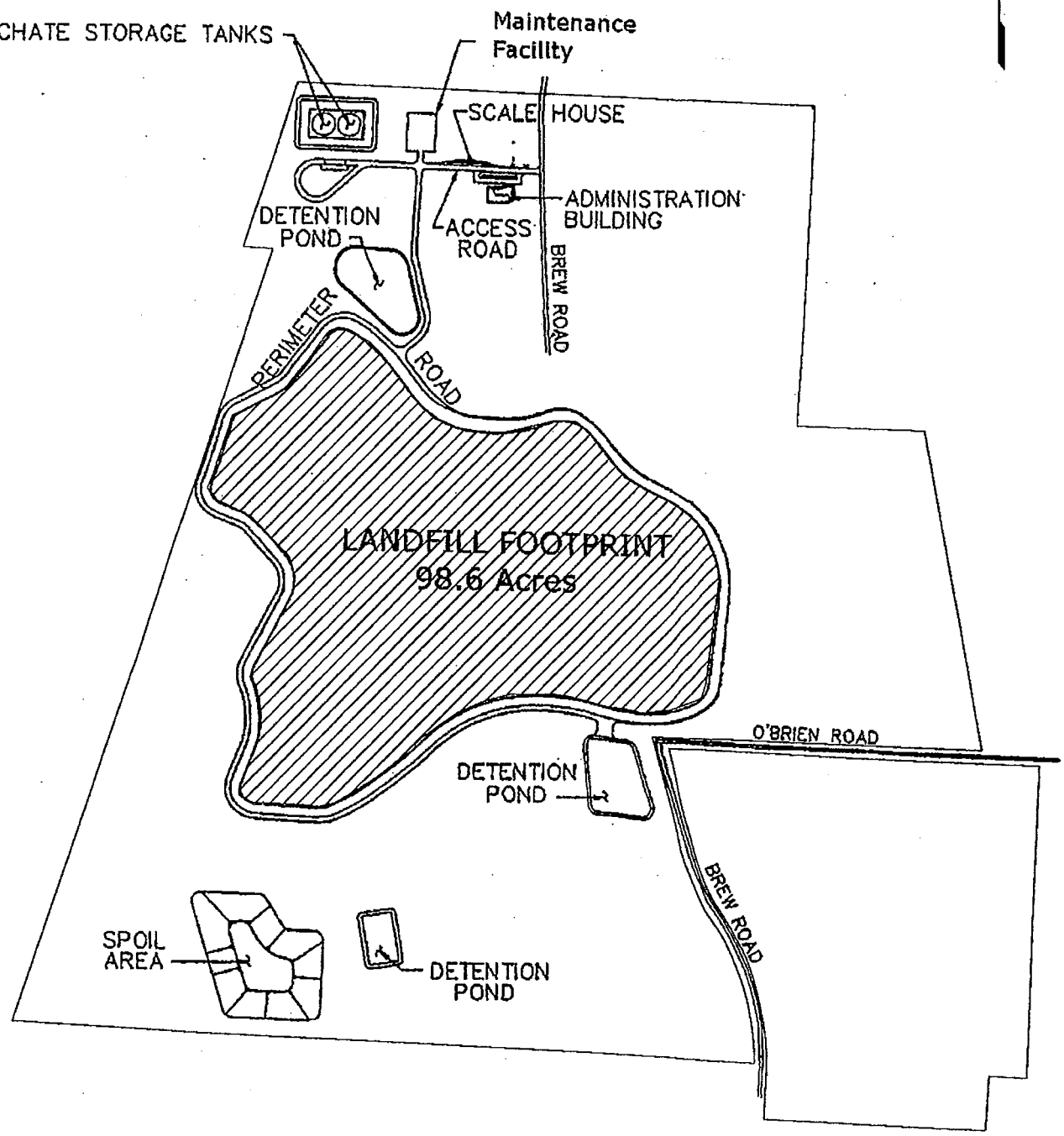
LANDFILL FOOTPRINT
98.6 Acres

O'BRIEN ROAD

DETENTION POND

SPOIL AREA

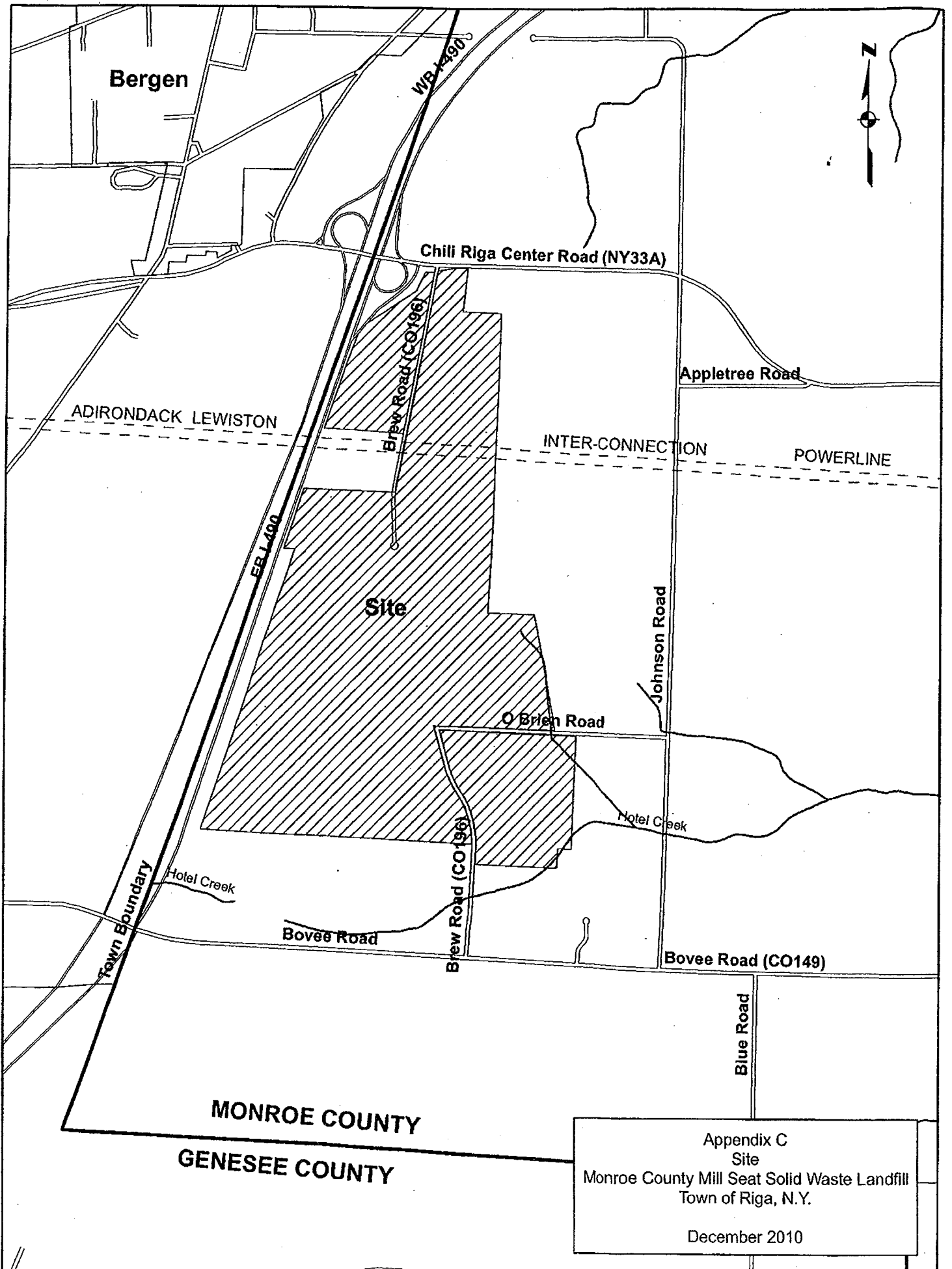
DETENTION POND



Appendix B
"Landfill Footprint"
Monroe County Mill Seat Solid Waste Landfill
Town of Riga, N.Y.
December 2010

APPENDIX C

SITE



Appendix C
Site
Monroe County Mill Seat Solid Waste Landfill
Town of Riga, N.Y.
December 2010

APPENDIX D

BYRON-BERGEN CENTRAL SCHOOL DISTRICT PROGRAMS

APPENDIX D

BYRON-BERGEN CENTRAL SCHOOL DISTRICT PROGRAMS

The Byron-Bergen Central School District (hereinafter "School District") environmental education program to its students shall include the following:

1. Elementary School (grades K-4): Units on ecology at every grade level will be taught. This will include speakers presenting programs on recycling, conservation and other relevant topics. Arbor Day instruction, as required by New York State law, is included.
2. Middle School (grades 5-8): In 5th grade, there will be a focus on preservation with units dealing with all phases of environmental protection and include reading/discussion materials. These may involve field trips and outside speakers. All grades touch on environmental issues. A paper recycling program in the Middle School involving all students will be conducted.
3. High School (grades 9-12): Environmental issues will occupy a major portion of the earth science curriculum in 10th grade. Environmental protection information will also be discussed in biology and chemistry. A recycling program actively involves students in learning environmental responsibility. Students may take a two-year conservation program at the BOCES Vo-Tech Center. To receive credit for "Participation in Government" (a required 12th grade social studies course), each student must complete a service project. Students will often opt to undertake a project related to environmental conservation.
4. On an after-school basis, the School District sponsors various clubs in the Middle and High schools. These clubs shall focus on projects to improve the environment of the school and community.

In addition to the yearly programs described in items 1 through 4 herein, the School District may also engage, but not necessarily be limited to, the following:

1. An ecological/environmental study in collaboration with the Department of Environmental Conservation, The Bergen Swamp Society, and SUNY Brockport to develop a longitudinal study. Students from the High School biology class take samples of water entering and exiting the swamp and return to the biology lab to analyze for bacteria and chemicals. The purpose is to develop a longitudinal study.
2. The Science Department offers a one credit science course called "Environmental Science." This curriculum is focused on the environment, its issues, and the science underlying it.
3. The Physical Education Department offers students lifetime fitness activities. Included are outside activities such as orienteering, snowshoeing, and cross country skiing. As a result of these activities, an increased appreciation and stewardship concerning the environment is occurring.

ATTACHMENT A

WATER MAIN EXTENSION PROGRAM DEBT SERVICE

ATTACHMENT "A"

Monroe County Water Authority
 1991 Series B
 25 Year Level Debt - Capitalized Interest to 2/1/93

 DEBT SERVICE SCHEDULE

DATE	PRINCIPAL	COUPON	INTEREST	PERIOD TOTAL	FISCAL TOTAL
2/ 1/92			208,991.67	208,991.67	
8/ 1/92			313,487.50	313,487.50	522,479.17
2/ 1/93			313,487.50	313,487.50	
8/ 1/93			313,487.50	313,487.50	626,975.00
2/ 1/94			313,487.50	313,487.50	
8/ 1/94			313,487.50	313,487.50	626,975.00
2/ 1/95			313,487.50	313,487.50	
8/ 1/95			313,487.50	313,487.50	626,975.00
2/ 1/96			313,487.50	313,487.50	
8/ 1/96	255,000.00	5.200000	313,487.50	568,487.50	881,975.00
2/ 1/97			306,857.50	306,857.50	
8/ 1/97	270,000.00	5.350000	306,857.50	576,857.50	883,715.00
2/ 1/98			299,635.00	299,635.00	
8/ 1/98	285,000.00	5.450000	299,635.00	584,635.00	884,270.00
2/ 1/99			291,868.75	291,868.75	
8/ 1/99	300,000.00	5.550000	291,868.75	591,868.75	883,737.50
2/ 1/ 0			283,543.75	283,543.75	
8/ 1/ 0	315,000.00	5.650000	283,543.75	598,543.75	882,087.50
2/ 1/ 1			274,645.00	274,645.00	
8/ 1/ 1	335,000.00	5.800000	274,645.00	609,645.00	884,290.00
2/ 1/ 2			264,930.00	264,930.00	
8/ 1/ 2	355,000.00	5.950000	264,930.00	619,930.00	884,860.00
2/ 1/ 3			254,368.75	254,368.75	
8/ 1/ 3	375,000.00	6.050000	254,368.75	629,368.75	883,737.50
2/ 1/ 4			243,025.00	243,025.00	
8/ 1/ 4	395,000.00	6.250000	243,025.00	638,025.00	881,050.00
2/ 1/ 5			230,681.25	230,681.25	
8/ 1/ 5	420,000.00	6.250000	230,681.25	650,681.25	881,362.50
2/ 1/ 6			217,556.25	217,556.25	
8/ 1/ 6	450,000.00	6.250000	217,556.25	667,556.25	885,112.50
2/ 1/ 7			203,493.75	203,493.75	
8/ 1/ 7	475,000.00	6.250000	203,493.75	678,493.75	881,987.50
2/ 1/ 8			188,650.00	188,650.00	
8/ 1/ 8	505,000.00	6.250000	188,650.00	693,650.00	882,300.00
2/ 1/ 9			172,868.75	172,868.75	
8/ 1/ 9	540,000.00	6.250000	172,868.75	712,868.75	885,737.50
2/ 1/10			155,993.75	155,993.75	
8/ 1/10	570,000.00	6.250000	155,993.75	725,993.75	881,987.50
2/ 1/11			138,181.25	138,181.25	
8/ 1/11	605,000.00	6.250000	138,181.25	743,181.25	881,362.50
2/ 1/12			119,275.00	119,275.00	
8/ 1/12	645,000.00	6.500000	119,275.00	764,275.00	883,550.00
2/ 1/13			98,312.50	98,312.50	
8/ 1/13	685,000.00	6.500000	98,312.50	783,312.50	881,625.00
2/ 1/14			76,050.00	76,050.00	
8/ 1/14	730,000.00	6.500000	76,050.00	806,050.00	882,100.00
2/ 1/15			52,325.00	52,325.00	
8/ 1/15	780,000.00	6.500000	52,325.00	832,325.00	884,650.00
2/ 1/16			26,975.00	26,975.00	
8/ 1/16	830,000.00	6.500000	26,975.00	856,975.00	883,950.00

PREPARED BY: A.C. Edwards & Sons, Inc.

RUNDATE: 10-16-88 13:53:00 FILENAME: MCWA KEY: 8-010

By Legislators Cassetti and Daniele

Intro. No. 407

RESOLUTION NO. 310 OF 2011

AUTHORIZING AMENDED AND RESTATED HOST COMMUNITY AGREEMENT WITH TOWN OF BERGEN, NEW YORK, VILLAGE OF BERGEN, NEW YORK, BYRON-BERGEN CENTRAL SCHOOL DISTRICT AND BERGEN FIRE DEPARTMENT, INC. FOR CONTINUATION OF BENEFITS

BE IT RESOLVED BY THE LEGISLATURE OF THE COUNTY OF MONROE, as follows:

Section 1. The County Executive, or her designee, is hereby authorized to execute an amended and restated Host Community Agreement, and any amendments thereto, with the Town of Bergen, New York, Village of Bergen, New York, Byron-Bergen Central School District and Bergen Fire Department, Inc. for the Mill Seat Landfill.

Section 2. Funding for this agreement is included in the 2011 operating budget of the Department of Environmental Services, fund 9009, funds center 8203010000, Mill Seat Landfill and will be equally offset by recognized revenue to fund 9009, funds center 820101000, Solid Waste Administration.

Section 3. This resolution shall take effect in accordance with Section C2-7 of the Monroe County Charter.

Environment and Public Works Committee; November 30, 2011 - CV: 7-0

Ways and Means Committee; December 8, 2011 - CV: 11-0

File No. 11-0294

ADOPTION: Date: December 13, 2011

Vote: 29-0

ACTION BY THE COUNTY EXECUTIVE

APPROVED: X

VETOED: _____

SIGNATURE: Mauro Piro

DATE: 12/20/11

EFFECTIVE DATE OF RESOLUTION: 12/20/11