

**AMENDED AND RESTATED HOST COMMUNITY AGREEMENT**

THIS AMENDED AND RESTATED HOST COMMUNITY AGREEMENT is made this 4<sup>th</sup> day of January, 2010<sup>2010</sup> ("Agreement"), by and between MONROE COUNTY, a municipal corporation duly organized and existing under the laws of the State of New York and having its offices at the County Office Building, 39 West Main Street, Rochester, New York 14614 (hereinafter "County"); and the TOWN OF RIGA, a municipal corporation duly organized and existing under the laws of the State of New York and having its offices at 6460 Buffalo Road, Churchville, New York 14428-9754 (hereinafter "Town").

**RECITALS:**

**WHEREAS**, County has constructed a solid waste landfill in the Town of Riga; and

**WHEREAS**, the County and Town have entered into a Host Community Agreement, dated July 12, 1989 as amended as of April 22, 1993, February 9, 2000 and January 5, 2005 specifying their respective rights, interests and obligations relative to the solid waste landfill (the "Original Host Community Agreement"); and

**WHEREAS**, in order to clarify the terms of the Original Host Community Agreement the Town and the County desire to amend and restate in its entirety the Original Host Community Agreement and to supersede the Original Host Community Agreement by the terms and conditions 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 County's solid waste landfill in the Town 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. Annual Guaranteed Payment – The payment set forth in Article IX. B.1.
- C. Annual Per Ton Payment – Shall have the meaning ascribed to it in Article IX. B.3.
- D. Beneficial Use Determination – Shall have the meaning set forth in 6 NYCRR Part 360-1.15.
- E. Compost - The stable humus-like material produced by the aerobic, thermophilic decomposition of solid organic constituents of solid waste.
- F. 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.
- G. Cover - Soil or other suitable material, or a combination of same, acceptable to DEC that is used to cover compacted solid waste at a landfill.

- H. Environmental Impact Statement (EIS) - The document entitled Mill Seat Solid Waste Landfill - Environmental Impact Statement as amended and any such EIS that may be prepared in the future for expansion, if any, into the Landfill Expansion Area.
- I. 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.
- J. Hazardous Waste - As defined in 6 New York Code, Rules and Regulations Part 371.
- K. 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.
- L. 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 Environmental Quality Review Act, Article 8, ECL and regulatory and other approvals.

- M. Landfill Footprint – The permitted disposal area of the Landfill as depicted in Appendix B attached hereto and made a part hereof.
- N. Landfill Gate Rate – For any given year the gate rate shall equal the quotient of all Tipping Fees, including fuel and environmental surcharges imposed by the Landfill (exclusive of any of tax or governmental surcharges imposed by any government entity), received from third parties for the disposal of Solid Waste at the Landfill for such year divided by the volume of tons of all third party qualified waste for such year which is delivered and disposed of in the Landfill Footprint, as it may be expanded.
- O. 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.
- P. Permit Modification Date – The date upon which Monroe 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.
- Q. Property Value Protection Program – The Property Value Protection Program shall be the plan described in Article VII., as depicted on Appendix D attached hereto and made a part hereof.

- R. Renewable Energy Benefit Payment – The payment from the County to the Town as set forth in Article IX. 5.
- S. Site – See Section III for a Site definition and description, as depicted in Appendix C attached hereto and made a part hereof.
- T. Solid Waste - As defined in Section 360-1.2 of 6 New York Code, Rules and Regulations Part 360.
- U. State Environmental Quality Review Act (SEQRA) – Article 8 of the Environmental Conservation Law of the State of New York.
- V. Tipping Fee – The per ton rate charged to third party users to dispose of Solid Waste at the Landfill.
- W. Town - The municipal corporation known as the Town of Riga in the County of Monroe and State of New York and, depending on the context, the geographic area thereof.

III. 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. RESTRICTIONS ON OWNERSHIP AND USE

A. Ownership - The County agrees that it will not, during the term of this Agreement sell, convey, or otherwise dispose of the Landfill Footprint, without the consent of the Town, but the County reserves the right to lease the Landfill Footprint, including any landfill expansion in the Landfill Expansion Area, in the event that the County obtains approval for such expansion after completion of the environmental review process, upon the Permit Modification Date, pursuant to a lease, management or operations contract, provided the County gives notice to the Town of any such lease, management or operations agreement. The County may sell, convey, lease or otherwise dispose of any Facilities or properties constituting part of the Site provided it gives notice to the Town of any such transfer.

B. Use - The County hereby agrees to the following restrictions on the use of the Site and any landfill expansion in the Landfill Expansion Area:

1. No Hazardous Waste, including hazardous ash, or nuclear waste shall be disposed of, treated, or stored at the Site.
2. No portion of the Site shall be used for the construction or operation of a facility for mass burning of solid waste or incinerating solid waste.
3. Any wastes generated within the boundaries of the State of New York, with the exception of wastes generated from Kings, Queens, New York, Richmond and Bronx counties will be permitted for disposal at the

Landfill; provided such wastes are approved for disposal at the Landfill by its permits and applicable regulations of the DEC.

- C. Enforcement of Restrictions - The County acknowledges that the Town has no adequate remedy by way of damages in the event the County breaches or threatens to breach these restrictions, and therefore the County agrees that, in such event, the Town may apply to the Courts for equitable relief directing the County to comply and/or enjoining or restraining the County from any breach hereof.
- D. Compliance With Law - The County agrees that the Site and any expansion in the Landfill Expansion Area shall be constructed in compliance with all laws and regulations applicable, and all permits and other authorizations issued by any State or Federal agency with respect to the Site. The County agrees that the Facility and any landfill in the Landfill Expansion Area shall be operated in compliance with all laws and regulations applicable, and all permits and other authorizations issued by any State or Federal Agency with respect to the Site.

V. PROJECT DESIGN, CONSTRUCTION, AND OPERATION LIAISON

- A. Purpose - The purpose of these provisions is to provide for the input of local governments and citizens impacted by the Site and by a landfill expansion into a Landfill Expansion Area, if any, and to also provide for a formal liaison between the affected community and the County.
- B. Citizen's Advisory Board (CAB) - A Citizen's Advisory Board is hereby established consisting of thirteen (13) members selected or designed as follows:
  - 1. The Town Board of the Town of Riga shall designate four (4) CAB members.

2. The Town Board of the Town of Bergen shall designate one (1) member of the CAB.
3. The Village of Bergen Board of Trustees shall designate one (1) member of the CAB.
4. The Village of Churchville Board of Trustees shall designate one (1) Trustee as a member of the Citizens Advisory Board.
5. The Monroe County Executive shall designate six (6) members of the CAB at least one of whom shall be a resident of the Town of Riga and one (1) 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. CAB - Purpose and Powers

1. The purpose of the CAB is to provide a formal liaison between the affected community and the County regarding the design, construction and operation of the Site.
2. The CAB is designed to provide a vehicle for dissemination of information regarding the Site design, construction and operation; to provide for oversight of the Landfill; and to provide the affected community with a forum for making suggestions to the County. The County shall retain all power and responsibility for decisions at the Site but shall consult with, solicit and consider the views of the CAB.



3. The CAB shall have the following powers and rights:

- (a) To elect its Chairperson and other officers.
- (b) To review and copy, at all reasonable times, records or documents maintained by the County regarding the Landfill design, construction, and operation.
- (c) To meet at such time and place (within the Town of Riga) as it may determine provided that the Committee shall meet at least four (4) times per year.
- (d) The CAB or its designated representatives shall have the right to:
  - (i) Enter the Site, related structures and surrounding property with every effort made by the County to give access as soon as possible and that such time is not to exceed four (4) hours from receipt of notice by the County. Such periodic inspections of the Site will take place to observe the operation and maintenance of the Site to determine compliance with all conditions and requirements imposed by all Federal and State regulatory agencies.
  - (ii) Have access to and copies of all environmental records pertaining to the operation of the Site and Landfill which are required to be kept by all governmental and regulatory agencies.

(iii) To inspect any equipment, operation, or methods required in this Agreement, at reasonable times upon four (4) hours prior notice to the County, provided that such inspections do not interfere with normal operations.

(e) The County shall make available to the CAB all plans and specifications, relating to Site design, construction and operation to the CAB for review and comment. The County shall consider all suggestions timely made by the CAB, and shall incorporate into the Site plans and specifications any suggestions which the County may in its sole discretion deem advisable.

(f) The County shall provide to the CAB copies of all periodic status reports submitted by the County to DEC regarding the activities at the Site.

(g) To retain experts or consultants.

(h) Such other powers and rights provided for under the Property Value Protection Program described in Appendix D.

D. CAB Support – All expenses of the CAB shall be paid by the Town.

## VI. WATER SUPPLY PROTECTION PROGRAM

A. If well water contamination in any portion of the Town is determined by either the Monroe County Health Department or DEC to be caused by Landfill operations, the County shall, at its expense, supply sufficient potable water to the affected properties until the contamination is corrected.

VII. PROPERTY VALUE PROTECTION PROGRAM

- A. The County acknowledges that siting a Landfill may reduce property values in the vicinity because of factors beyond the control of the County, Town or property owners. To mitigate any potential impacts on property values, the County agrees by means of a Property Value Protection Program as set forth on Appendix D attached hereto to provide compensation according to the terms and conditions hereinafter set forth. The purpose of all the provisions of this program is to compensate the owners of identified properties at the time of the sale of their property in the event of monetary loss as a result of the County's siting of the Landfill and a landfill expansion, if any, in the Landfill Expansion Area.

VIII. TRAFFIC AND HIGHWAY IMPACTS

- A. The EIS prepared by the County recognizes potential traffic and highway impacts and proposes certain measures to mitigate such impacts. The purpose of this section is to further document and agree on such mitigations.
- B. The County shall 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 Solid Waste to be weighed at the Site. All such weight information shall be made available to the Town 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.

- D. All vehicles waiting to discharge loads shall be within the Site boundaries to prevent queuing of trucks at the entrance.
- E. On site roads shall be maintained for all weather operation, with minimized dust conditions. Such roads shall be kept free of metal, glass or other materials, hazardous to persons and motor vehicles entering the Site. Measures will also be taken to prevent transport of such materials as mud or dust from the Site to nearby public roads.
- F. Sufficient parking and turn-around area shall be provided for all vehicles utilizing the Site.
- G. The County shall execute and enforce any necessary agreements with its haulers or vendors to assure strict compliance with these provisions.
- H. The County agrees they shall implement a program to mitigate litter along I-490 between Exits 7 to 1. Such litter program shall include at least quarterly clean-ups of litter along such route using adequate personnel. The County may also enter into an equivalent of its "Adopt A Highway" program for this portion of I-490.
- I. The County agrees it shall implement a program to both educate and promote municipalities and/or haulers utilization of the preferred traffic route utilizing I-490 to access the Site.

IX. HOST COMMUNITY PAYMENTS

- A. Basis of Payments – The County acknowledges that the construction and operation of the Landfill within the Town and any expansion in the Landfill Expansion Area may result in social and economic impacts to the Town and its

residents that are difficult to precisely identify or quantify. The County is committed to mitigating any potential impacts on the Town and its residents, and has therefore agreed to the host community payments set forth herein.

B. Waste Volume Payments – Commencing on January 1, 2011, the County shall make waste volume payments to the Town as provided for herein.

1. During each full calendar year of Landfill operations, the waste volume payments shall be the greater of: (a) the Annual Per Ton Payment as defined in subparagraph 3 below; or (b) an Annual Guaranteed Payment of \$450,000. Landfill operation shall deemed herein to include only the period of time that the Landfill including any landfill expansion is accepting Solid Waste for disposal.
2. In the event Landfill operations during the calendar year of such operations do not extend for twelve full months, the waste volume payments for that partial calendar year shall be the greater of: the Annual Per Ton Payment applicable for that calendar year; or \$37,500 times the number of months or partial months of Landfill operations including any Landfill Expansion Area.
3. The Annual Per Ton Payment shall be the greater of: \$3.65 per ton times the number of tons of Solid Waste placed into the Landfill Footprint and into any landfill expansion into a Landfill Expansion Area or 9% of the Landfill Gate Rate.
4. During the term of this Agreement, in addition to other payments and benefits due Town hereunder, the County shall pay an additional fee of

\$1.25 per ton for all material accepted at the Landfill or a landfill expansion, if any, which is approved by the DEC and designated for Beneficial Use Determination (or "BUD") and for which the Landfill receives a fee. The per ton payment set forth herein shall be paid simultaneously with all fees in accordance with the provisions in Section D below.

5. The County shall pay to the Town a Renewable Energy Benefit Payment of \$0.03 per ton times the number of tons of Solid Waste placed into the Landfill Footprint and any landfill expansion in a Landfill Expansion Area.

C. Other Payments

1. After the Permit Modification Date, to the extent the County undertakes a methane recovery project on or to service an expanded landfill on the Landfill Expansion Area, if any, the County agrees that the Town shall receive 10% of the net County revenue obtained from any beneficial use generated from the Landfill Expansion Area.
2. Future Revenue Sharing - The County agrees to discuss with the Town additional revenue-sharing opportunities for additional future revenue-generating activities (excluding landfill methane gas) associated with the Landfill and any Landfill Expansion Area prior to the development of such activities. The County shall notify the Town at the earliest reasonable time in the development of such activities.

D. Recordkeeping Responsibilities - The County 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 landfill expansion, if any, in a Landfill Expansion Area and all BUD material. Such records shall be available for inspection by the Town during business hours upon reasonable prior notice to the County.

E. Timing of Waste Volume Payments

1. For each calendar quarter, or portion thereof, during which the Landfill and/or a landfill expansion is operating, the County shall pay the Town the applicable payments hereunder, including the Renewable Energy Payment, and any future revenue sharing, and/or methane gas payment within forty-five (45) days after the close of the preceding calendar quarter.

2. In the event, the Annual Per Ton Payment made by the County for any full calendar year of Landfill or landfill expansion operations is less than the Annual Guaranteed Payment, the difference between said amounts shall be paid by the County within sixty (60) days of the close of such calendar year.

F. The County shall continue to make payments to the Town pursuant to this Agreement even if any New York State or Federal law is enacted which would permit the County to reduce the amount of payments referred to herein.

X. INDEMNIFICATION

- A. Except to the extent caused by the gross negligence or willful misconduct of the Town, or its officers, agents, employees, subcontractors, the County agrees that it shall defend indemnify and hold harmless the Town, its officers, agents or employees from all liability, actions, damages, claims, demands, judgments, losses, costs, expenses and fees, including attorneys' fees, imposed upon the Town 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 Town.

XI. LANDFILL CONSTRUCTION AND OPERATION

- A. Construction - During construction and operation of the Landfill or any portion thereof or a landfill expansion in the Landfill Expansion Area, no graders, bulldozers, loaders, compactors, trucks or other equipment shall operate at the Site prior to 7:00 a.m. or after 9:00 p.m.
- B. Acceptance - Unless the Town otherwise agrees upon the request of the County, the Landfill and any expansion in the Landfill Expansion Area shall receive Solid Waste only between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday; and between the hours of 7:00 a.m. and 1:00 p.m. on Saturday, exclusive of the



holidays. All equipment used for covering Solid Waste shall cease operations not later than 6:30 p.m. weekdays and 3:00 p.m. Saturdays.

- C. The County shall execute and enforce any necessary agreements with its vendors to assure strict compliance with these provisions.
- D. Any expansion in the Landfill Expansion Area will not exceed the annual waste permit limit for the disposal of Solid Waste and approved design capacity as defined in 6 NYCRR 360-1.2(b) (8) as defined in the current permit for the Landfill, the elevation of any proposed landfill expansion shall not exceed the approved final grading plan for the Landfill and the acreage of any expansion of the landfill will be plus, or minus, 20% of the current Landfill Footprint. These limitations are subject to revision upon the mutual consent of the Town and County.

## XII. FIRE CONTROL

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. The County will cooperate with the Fire Department serving the District in which the Site is located in scheduling inspections of and/or training exercises at the Site. The County will also negotiate in good faith with the Fire Department serving the District in which the Site is located concerning funding from the County for payments for the additional fire protection and/or special training and equipment.

## XIII. OBLIGATIONS OF TOWN

- A. Provided the County has not materially breached any term of this Agreement or any agreement entered into pursuant to this Agreement, the terms and conditions

of any permit issued by the DEC regarding construction and operation of the Landfill and to the extent such landfill expansion is located in the Landfill Expansion Area adjacent to the Landfill and disposal shall be in a landfill footprint contiguous to the Landfill Footprint, all as conceptually set forth herein, the Town agrees that:

1. The Town shall not commence, continue or voluntarily become a party to any claim, nor institute any suit nor voluntarily become a party to a suit or proceeding against the County challenging the siting, expansion, operation, maintenance, or location of the Landfill, the Facility, or a landfill expansion located in the Landfill Expansion Area, any permit modification in connection with a Landfill Expansion Area or any wetland mitigation project undertaken in connection therewith; provided that nothing in this Agreement precludes the Town from commencing a proceeding or action to compel performance or otherwise enforce the terms of this Agreement, including seeking compliance with the terms and conditions of any permits issued by the DEC or other governmental regulatory authorities with jurisdiction over the Landfill and/or any landfill expansion.
2. In the event that the County files an application for a landfill expansion in the Landfill Expansion Area, 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 County, the DEC or any other government agency relating to the issuance of a permit to construct and

operate such landfill expansion, provided that any proposed expansion is substantially consistent with the conceptual plan for the landfill expansion as conceptually described in this Agreement, subject to the provisions of subparagraph below.

- B.
  - 1. The Town shall not enact any local law, ordinance or regulation which shall negatively impact the County's operations at the Site or any proposed landfill expansion in the Landfill Expansion Area as conceptually described herein, including, without limitation, the implementation, enforcement or enactment of any zoning ordinance, any road or highway weight limitations or restrictions or any other restrictions, except the Town is permitted to place reasonable weight and other restrictions on O'Brien Road.
  - 2. In the event that a court of competent jurisdiction determines that the Town materially breached any of the covenants set forth in Paragraph A or B (1) of this Section, the County shall be relieved of all future obligations under this Agreement, and the Town shall be obligated to refund to the County one-half of all payments paid by the County for the preceding calendar year prior to the Town's breach. The County shall also be entitled to recover its attorney's fees.
- C. Notwithstanding the above, nothing herein shall be construed as preventing the Town from:
  - 1. Opposing any other landfill or recycling, incineration, composting or waste-to-energy facility proposed to be constructed within the Town for

purposes of receiving any solid waste at any location other than the Facility and a Landfill Expansion Area.

2. Opposing any expansion of the landfill outside the Landfill Expansion Area. No landfill expansion within the Town that is outside the Landfill Expansion Area as conceptually described herein will be proposed or approved by the County without the consent of the Town for such expansion.
3. Fully participating as an interested party in the SEQRA review relating to the Facility, the Landfill Footprint or the Landfill Expansion Area.
4. Participating as an interested party in any DEC permit process for the Landfill or Landfill Expansion for the limited purpose of protecting the Town's rights and interests under this Agreement and/or mitigating potential significant adverse environmental impacts that may impact the Town's residents, community character or natural resources.

#### XIV. DURATION OF AGREEMENT

- A. This Agreement shall become effective immediately upon execution and delivery hereof by the parties hereto.
- B. The term of this Agreement shall continue until the Landfill and any landfill expansion in the Landfill Expansion Area, if any, ceases accepting Solid Waste, and all obligations of the parties hereto shall be terminated, except for Article IX, Section C, Subsections 1 and 2 relating to Other Payments that may be agreed to by the Town and the County shall continue for the length of such activity if such activity is beyond the term of the acceptance of Solid Waste at the Landfill.

- C. The County's obligations to defend and indemnify the Town as set forth in Article X hereof shall continue in full force and effect during closure of the Landfill and for thirty (30) years after closure or the termination of revenue generating activities generated at the Site including methane gas recovery, and other revenue sharing agreements, whichever is later to occur.

XV. WASTE COLLECTION SERVICES

- A. The County agrees that it shall collect the residential Solid Waste generated from residential units in the Town and the Village of Churchville (the "Village") for disposal at the Landfill and any landfill expansion in the Landfill Expansion Area and collect recyclables generated within the Town and the Village, at no cost to the Town or the Village or their residents. Such residential Solid Wastes and recyclables shall be collected by the County or its designee engaged for such purposes and such service shall be limited to the current jurisdictional boundaries of the Town and Village. The County shall provide to the Town for the term hereof four 3-yard front-end containers for the Town's use, as the Town shall reasonably determine. The County agrees to provide collection service for these containers, free of charge, up to an aggregate of 110 tips (each container is considered one tip) for all containers per year. All containers shall be placed for collection at a location agreeable to the County and shall contain only waste acceptable for disposal at the Landfill. Any additional tipping of the containers shall be provided by the County for a fee. The Village and Town shall also receive free collection for its commercial wastes at their respective offices which consists of collection of one (1) 6-yard front-end container at each location one time per week.

- B. The Town shall furnish the County with a list of residents, residential units or such other information that may be available to the Town, and as the County may require in order to set up and carry out the collection and disposal services required hereby. This list of residents as of January 1, 2011 shall establish the base number of residents. The County's obligation hereunder to collect and dispose of Solid Waste of the Town and Village shall be limited to the residential units as of January 1, 2011 with an increase in residential units of one percent (1%) per year not to exceed a total aggregate of five percent (5%) based upon a five (5) year average. The list of residences at the completion of each five (5) year period shall become the base number of residences for the subsequent five (5) year period with no carry over for any subsequent five (5) year period. The Town shall be responsible to pay the cost and expense of any residential growth in excess of the amount set forth above, and pay the County the cost thereof based on the average of three published subscription rates in the County. The list of residences shall be compiled and updated yearly by the Town's Assessor. Each residential unit in the Town (defined as a house, an apartment not having more than three (3) units, half of a double house constituted two (2) residential units, or a townhouse unit) shall be limited to a maximum of one (1) 96 gallon toter per week without charge and the Village shall have the option, at its discretion, to have one (1) 96 gallon toter per week or collection using containers with covers and equipped with a handle strong enough to carry the container when filled, or heavy plastic bags which tightly ties, which containers shall not exceed thirty (30) gallons, maximum, nor exceed sixty (60) pounds in weight, with each resident limited to no more than five (5) bags of trash per pick-up. The County shall

provide one (1) totter to each residential unit and one (1) recycling bin for each residential unit. The County shall also provide additional services (in addition to the collection services set forth above) with such service to include additional pick-ups or bulk items as may be requested. The County shall impose a charge for these additional services. All recyclables shall be in a separate container. The collection and disposal services shall be on a once a week basis. Pickup times, days, routes and similar matters shall be determined by the County with the approval of the Town, which approval shall not be unreasonably withheld, conditioned or delayed.

- C. No Solid Wastes shall be accepted through this program that would violate the terms of the Landfill's permit or any permit issued for a landfill expansion. Only residential Solid Wastes and recyclables of the Town and Village, no industrial or commercial wastes will be collected and disposed of under this Article. The County shall collect and dispose of Town's and Village's Solid Waste and recyclables in compliance with applicable laws, rules and regulations.
- D. The County shall not be obligated to pay the Town any host fees or any fees that may be due on volumes collected from the Town or Village pursuant to the terms of this Agreement and the services to be provided in this Article. In addition, notwithstanding the above, the County reserves the right to impose a governmental surcharge, tax or fee on the collection, processing or disposal of such wastes in the event that any federal, state or local statute, law or imposition is enacted after the date hereof setting forth a fee on the collection, transportation or disposal of wastes.

- E. The County may fulfill its obligations set forth herein to the Town and Village by subcontracting the collection and disposal of the residential Solid Waste to a third party vendor.
- F. The Town agrees to cooperate with the County in investigating any claim that residential Solid Waste from outside the Town or Village is being disposed of pursuant to this program. The County and the Town agree to jointly cooperate to establish a program for enforcement to insure only residential Solid Wastes of the Town and Village as described herein shall be the subject of free service. The Town and the County shall cooperate to establish any necessary enforcement ordinances, rules or regulations to accomplish the intent hereof.
- G. The County shall be entitled to enact rules and regulations with respect to the collection and disposal of the residential Solid Wastes at the Landfill and any landfill expansion from the Town and Village, but such rules and regulations shall be no less favorable to generators of Solid Waste generated within the Town and Village than generators of Solid Waste generated elsewhere.

XVI. ADDITIONAL COMMITMENTS

- A. Wastes generated from outside the County which are to be disposed of at the Landfill or landfill expansion as set forth herein which are in need of special handling and/or are considered residual wastes shall be reviewed pursuant to a DEC approved special/residual waste screening program for acceptance and disposal of such wastes. The County shall not be permitted to accept or dispose of any special or residual wastes from outside the County at the Landfill or any landfill expansion which is not subject to such approval process. In addition the



County shall restrict the acceptance of treated medical wastes, friable asbestos, sewage treatment plant sludge, and PCB wastes (with PCB wastes being defined as wastes containing PCB's having greater than 50 PPM) from outside the County.

- B. Sludge and special wastes, as defined by DEC originating in Monroe County shall be accepted for disposal at the Landfill and any landfill expansion in a Landfill Expansion Area as currently permitted.
- C. For wastes generated outside the County no wastes shall be acceptable at the Landfill unless the jurisdiction of origin of the waste stream has a program that incorporates recycling.
- D. In the event the Town has a surplus based upon the payments to be made hereunder in any fiscal year, and the Town agrees to implement a program whereby residential property owners of the Town will receive the benefit of such surplus, the County agrees to assist the Town in the administration of a program for such purpose.
- E. The County agrees that during the term of this Agreement it shall provide the Town with written notification of any application to the DEC for any new permit or major modification to any permit related to the Landfill or the operation, maintenance or construction thereof.

#### XVII. BREW ROAD

The County and Town agree that it is the intent of this Agreement that the County sever, disconnect, remove and abandon a portion of Brew Road by terminating Brew Road from the north at the southern boundary line of Rochester Bow Hunters' parcel and from the South at

O'Brien Road as shown in the Map 15 ABN -- Parcel 15 prepared by Clark Patterson Moissen Engineers, dated February 12, 1993 attached hereto and made a part hereof as Appendix E. In furtherance thereof, notwithstanding the provisions of any general, special or local law, the Town hereby consents to the abandonment, closure, elimination, alteration, discontinuance, realignment, improvement, removal, or other disposition of Brew Road by the County, or of any portion thereof, located within the property owned by the County in its sole discretion; the Town waives, quitclaims, surrenders and releases any and all claim, right, title or interest whatsoever that it may now or in the future have in Brew Road, or any portion thereof, as it now exists or in the future is abandoned, closed, eliminated, discontinued, realigned, improved, altered, removed from the County road system or otherwise disposed of by the County; the Town represents and warrants that it has not sold, assigned, transferred, conveyed or otherwise disposed of such claim, right, title or interest, if any; and the Town further agrees that no action will be taken or argument used against the County, directly or indirectly, based on or involving any such abandonment, closure, elimination, alteration, improvement, discontinuance, realignment, relocation, failure to realign or relocate, removal, or other disposition of all or any portion of Brew Road. The Town agrees to be responsible for all maintenance and repair of all portions of Brew Road that remain open to the public and are not discontinued or abandoned by the County, and the County will reimburse the Town for such maintenance and repair costs at the same rate and under the same terms and conditions as the County pays to other towns for maintenance and repair of County roads.

Notwithstanding any language in this Agreement to the contrary, the parties agree that the intent to effectuate the abandonment and decision not to realign or relocate Brew Road, as set forth in detail in this Article, is critical to this Agreement. Therefore, if this intent is frustrated or prevented by any legislative, administrative or judicial determination, order, ruling or settlement,

then the Town will indemnify the County for any and all legal, engineering and construction expenses incurred as a result of the legislative, administrative or judicial determination, order, ruling or settlement and the failure or inability to abandon Brew Road. These expenses shall be offset against any payments to be made by the County to the Town hereunder.

XVIII. ARBITRATION

- (a) All claims, disputes and other matters in question between the parties to this Agreement arising out of or relating to this Agreement or the breach thereof, shall be decided by arbitration in accordance with the rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise.
- (b) Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

XIX. FURTHER ASSURANCES

The parties agree to cooperate fully and to take all additional actions that may be necessary or appropriate to carry out the terms, conditions and intent of the Agreement, as amended, including without limitation any actions necessary to effectuate the abandonment and failure to realign or relocate Brew Road.

XX. AUTHORITY

- A. 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 Riga at a meeting held on January 3<sup>rd</sup>, 2010, (a copy of which is attached hereto as Appendix F) and that Robert Ott, 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 shall be executed in triplicate and at least one copy thereafter shall be permanently filed after execution thereof in the Office of the Town Clerk. Town of Riga, Churchville, New York.
- B. The County represents and warrants that the County Executive has executed this Agreement pursuant to Resolution adopted by the County Legislature, at a meeting thereof held on \_\_\_\_\_, 2010, (a copy of which is attached hereto as Appendix G) and that \_\_\_\_\_, County Executive, whose signature appears thereafter is both duly authorized and empowered to execute this instrument and enter into such an Agreement on behalf of the County. This instrument shall be in triplicate and at least one copy thereof shall be permanently filed, after execution thereof, in the Office of the Clerk of the Monroe County Legislature, Rochester, NY.

XXI. 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 Town set forth herein shall inure to the benefit of and bind their respective successors and assigns.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]

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

MONROE COUNTY

By:

Maggie Brooks  
MAGGIE BROOKS  
Monroe County Executive



TOWN OF RIGA

By:

[Signature]  
[NAME]  
Supervisor

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

On this 28<sup>th</sup> day of February, 2011, before me, the subscriber, personally came **MAGGIE BROOKS**, to me known, who being by me duly sworn, did depose and say that she resides in the County of Monroe, New York; that she is the Monroe County Executive, the corporation described in and which executed the above instrument; that she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by virtue of the statutes of the State of New York in such case made and provided and that she signed her name thereto by virtue of such authority.

Notary Public State of New York  
Monroe County

Commission Expires Sept. 25, 2014

Mary Beth Musto  
Notary Public

STATE OF NEW YORK )  
COUNTY OF MONROE ) SS.:

On the 4<sup>th</sup> day of January, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert Ottley, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

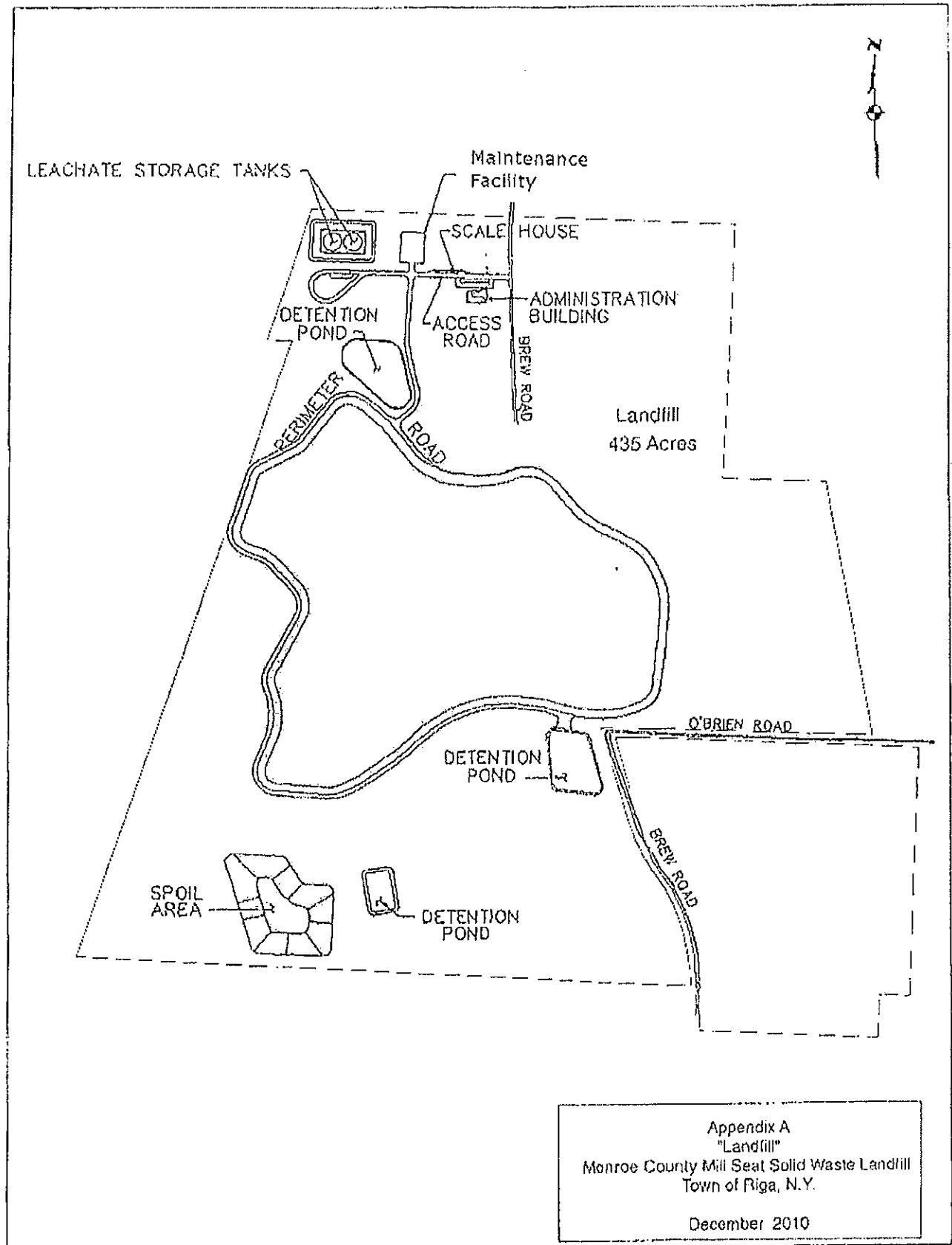
Kimberly A. Pape  
Notary Public

KIMBERLY A. PAPE #6044641  
NOTARY PUBLIC, STATE OF NEW YORK  
QUALIFIED IN MONROE COUNTY  
MY COMMISSION EXPIRES JULY 10, 2014

APPENDIX "A"

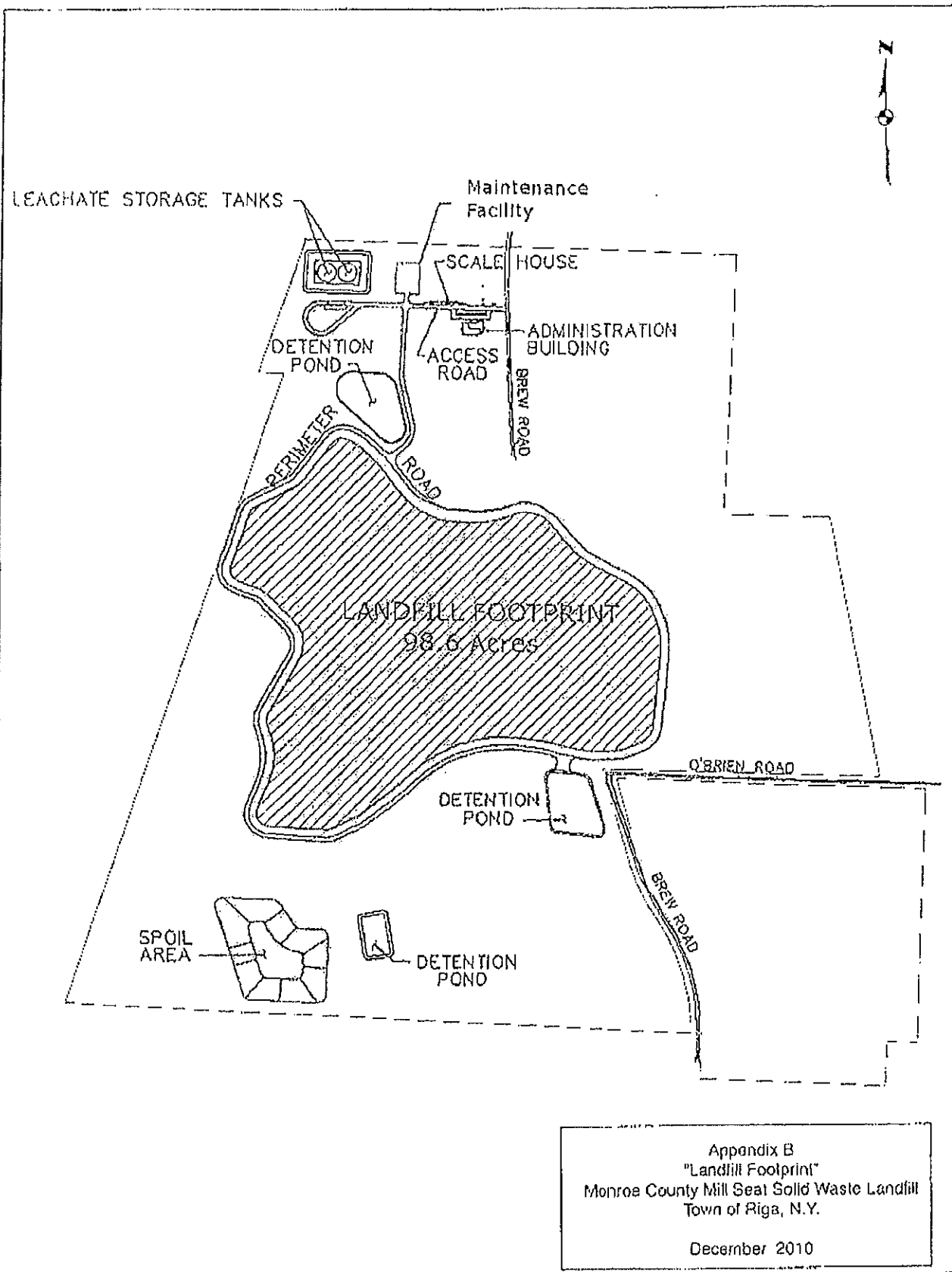
LANDFILL





APPENDIX "B"

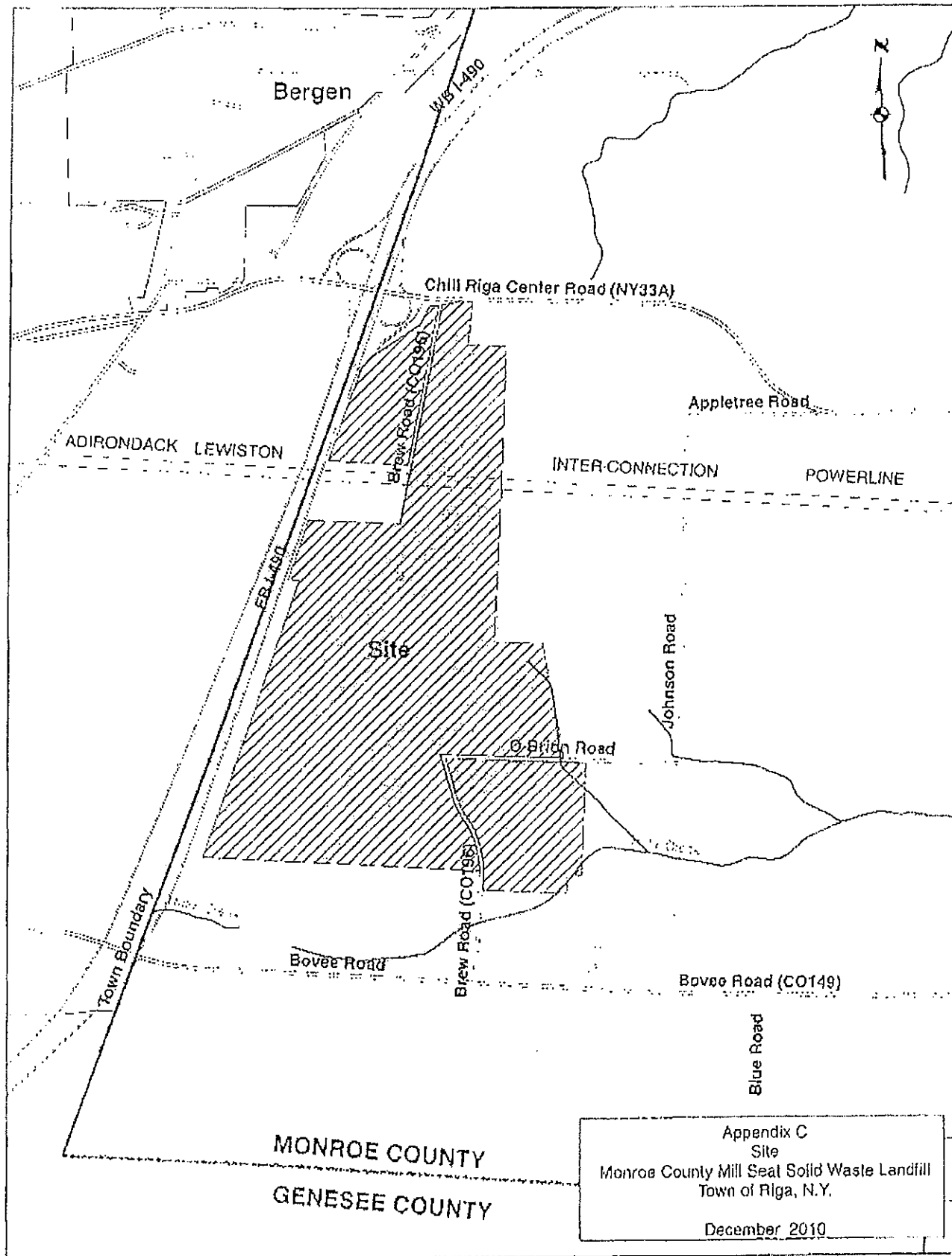
LANDFILL FOOTPRINT



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

APPENDIX "C"

SITE



APPENDIX "D"

PROPERTY VALUE PROTECTION PROGRAM  
FOR NEIGHBORHOOD OF  
MILL SEAT LANDFILL

**PROPERTY VALUE PROTECTION PROGRAM  
FOR NEIGHBORHOOD OF  
MILL SEAT LANDFILL**

**Appendix D of Host Community Agreement**

**PURPOSE OF PROGRAM**

The purpose of this Property Value Protection Program (the "Program") is to compensate the owners of the properties shown on Exhibit A and Exhibit B (subject to the terms and conditions set forth below) from any monetary loss at the time of the sale of their property as a result of the siting of the Mill Seat Landfill (the "Landfill").

**I. DEFINITIONS**

All defined terms not otherwise defined herein shall have the same meaning as set forth in the Amended and Restated Host Community Agreement of even date herewith (the "Host Community Agreement").

For the purposes of this Program:

A. "Approved Appraiser" shall mean a New York Certified Residential Appraiser who appears on a list to be maintained by the County Real Property Services Director and established as follows: said list of Approved Appraisers shall include a minimum of five (5) New York Certified Residential Appraisers recommended by the CAB and five (5) recommended by the County Real Property Services Director. All Approved Appraisers shall agree to not participate or assist in appraisal shopping by the parties, and to notify the County and the CAB of all contacts and consultations with the County or any Owner as defined below, their agents, employees, or representatives regarding appraisals or valuations of Eligible Properties as defined below.

B. "CAB" shall be the Citizen's Advisory Board established pursuant to the Host Community Agreement between Monroe County and the Town of Riga dated July 12, 1989 (the "Original Host Agreement") as superseded by the Host Community Agreement as thereafter amended.

C. "Established Fair Market Value" shall be the Fair Market Value, of a parcel established in accordance with the procedures in Section III.B. or III.C.3. hereof.

D. "Established Hypothetical Market Value" shall be the Hypothetical Market Value of a parcel, established in accordance with the procedures in Section III.B. or III.C.3. hereof.

E. "Fair Market Value" shall be the most probable monetary price the property will bring in a competitive open market place under all conditions requisite to a fair sale not disturbed by undue stimulus and where both sellers and buyers are acting prudently, knowledgeably and at arm's length.

F. "Hypothetical Market Value" shall be the Fair Market Value of the property as if the Landfill had not been constructed at the Site had continued to be agricultural, property, the public water supply had not been extended to the subject property, and the Town was not receiving the financial benefits of the Host Community Agreement. It is contemplated that some or all of the comparable properties utilized to establish this value may be located outside the Town of Riga.

G. "Permit Modification Date" shall mean the date upon which Monroe County receives a modification permit in a final, non-appealable form from DEC for the expansion of the Landfill on to the Landfill Expansion Area.



## II. SCOPE OF PROGRAM AND ELIGIBILITY

The original property value protection program for neighborhood of Mill Seat as established under the Original Host Agreement is set forth hereto as Exhibit A attached hereto and made a part hereof (the "Original Plan") and the existing properties in Exhibit B subject to the Original Plan are attached hereto and made a part hereof. The County and the Town agree that the terms and conditions of the Original Plan shall remain in effect until the Permit Modification Date and then the terms hereof shall supersede the Original Plan and the properties subject to this Program shall include those properties eligible for the Program as set forth in Exhibit C.

A. Scope of Program - Commencing with the Permit Modification Date and continuing until the date on which solid waste is no longer accepted at the Mill Seat Landfill, Monroe County agrees to provide the Program for all owners of those lands within the hatched area on Exhibit C ("Program Lands").

B. Eligible Properties – All the Program Lands while they are owned by the owners of record, or their immediate heirs or devisees, as of the Permit Modification Date will be eligible for the Program except that the Program does not include any Program Lands which are zoned for commercial and/or industrial use at the time the property is offered for sale. No real property shall benefit from the Program more than once.

It is the intent of the Town and County that the Program not result in duplication of compensation to Owners. Consequently, any property for which Owner has commenced or participated in a legal action for or has obtained compensation or

damages by another remedy for devaluation due to the presence, installation, or location of the Landfill will be disqualified from the Program.

C. Eligible Property Owners - This revised Program shall apply only to the owners of record of the Program Lands as of the Permit Modification Date, and to their heirs and devisees ("Owners"), a current list of which is set forth in Exhibit C. On the Permit Modification Date Exhibit C shall be updated through such date. This revised Program does not apply to owners who acquire Program Lands after the Permit Modification Date. The Original Plan as set forth in Exhibit A attached hereto as applicable is in effect until the Permit Modification Date.

D. Notification of Property Owners - Within fifteen (15) days after the Permit Modification Date, the Town shall send the County a list of the Owners with their mailing address and the tax account numbers of their respective Program Lands (the "Owners List"). The Town/County shall identify in the Owners List those Owners who have conveyed their property subsequent to the Permit Modification Date. Within thirty (30) days thereafter, the Town shall send a copy of the Program description to the Eligible Property Owners as set forth on the Owners List. Once a year thereafter, the Town shall send County an update of the Owners List, and the Town shall send a reminder concerning the Program to the Owners.

### III. SALE OF PROPERTY

The Owner and the County shall take the following steps in, connection with the sale of Owner's Program Lands:

- Step 1 - Notification of Intention to Sell;
- Step 2 - Appraisal Process;
- Step 3 - Listing of Property for Sale;
- Step 4 - Sale of Property/Compensation from County; and

## Step 5 - Release of County.

### A. Step 1 - Notification of Intention to Sell

1. Before listing or -offering their properties for sale, Owners must notify in writing the office of the County Real Property Services Director or such other individual designated in the annual Program notice described above (the "County Representative") when they begin to sell their Program Lands. Owners are encouraged to notify the County Representative, when they begin to consider selling.

2. Failure to notify the County Representative prior to offering a, property for sale or listing the property for sale prior to the establishment of the Established Fair Market Value and Established Hypothetical Fair Market Value in accordance with Subsection B below may result in disqualification of the property from the Program.

### B. Step 2 – Appraisal Process

1. Upon receipt of notice from the Owner as provided for in Step 1, the County shall immediately select by lottery an Approved Appraiser to appraise at its expense the property at both its Fair Market Value ("1st FMV Appraisal") and at its Hypothetical Market Value ("1st HMV Appraisal"). The County shall send Owner a copy of the 1st FMV Appraisal and the 1st HMV Appraisal within thirty (30) days of the County's receipt of above-referenced notice from the Owner, together with an affidavit that those Appraisals were the only ones obtained by County for the subject property, and that the County did not use or consult with any other approved Appraiser specifically as to the subject property subsequent to the Permit Modification Date, or otherwise engage in appraiser shopping for an appraisal most favorable to it ("Appraisal

Affidavit"). The County shall pay for only the 1st FMV /HMV Appraisals, and subsequent Appraisals shall be paid for by Owner except as otherwise specifically provided for herein.

a) If the Owner rejects the 1st FMV/HMV Appraisal, the Owner must notify the County of such rejection within fifteen (15) days of receipt of the County's notice. The Owner shall then have the right to obtain at its expense second appraisals from an Approved Appraiser selected by lottery ("2nd FMV Appraisal and 2nd HMV Appraisal"). The 2nd and subsequent and HMV Appraisals shall value the subject property under the same parameters and assumptions as the 1st FMV and HMV Appraisals. A copy of the 2nd FMV and 2nd HMV Appraisals and an Appraisal Affidavit as described above shall be sent to the County Representative within thirty (30) days of the County's notice.

b) If Owner so elects to obtain 2nd FMV/HMV Appraisals:

- i) if the higher of the two Fair Market Value Appraisals is equal to or less than twenty percent (20%) higher than the lower of the two, the Established Fair Market Value shall be the average of the two:
- ii) if the higher of the two HMV Appraisals is equal to or less than twenty percent (20%) higher than the lower of the two, the Established Hypothetical Market Value shall be the average of the two.

If however, the higher of the two Fair Market Value Appraisals and/or Hypothetical Market Value Appraisals is more than twenty percent (20%) higher than

the lower of the two respective Appraisals, the 1st and the 2nd Approved Appraisers shall meet forthwith and shall attempt to agree upon the Established Fair Market Value/Hypothetical Market Value-within five (5) days. If they are unable to agree, they shall have seven (7) additional days to select a third Approved Appraiser who shall act as a review appraiser (Review Appraiser) and determine Established Value Fair Market Value/Hypothetical Market Value within thirty (30) days thereafter. The cost of the Review Appraiser shall be equally divided between the Owner and the County unless County has already paid for a Review Appraiser for the property, in which case the cost shall be paid for by Owner.

c) If the Owner does not notify the County of his intention to obtain a 2nd FMV /HMV Appraisal within the time period provided in subparagraph a., or if the Owner accepts the 1st FMV /HMV Appraisals, then those valuations shall be the Established Fair Market Value and Established Hypothetical Market Value, respectively, for the property. The Established Hypothetical Market Value shall remain confidential information and Owner(s) is prohibited from disclosing it to anyone, including but not limited to Owners' immediate family, his real estate agent, other Approved Appraisers, or to any potential or actual buyer.

d) If only a portion of the parcel which Owner intends to sell as a single parcel is Program Land, then all appraisals required under the Program shall be of the whole parcel which will be sold, and the appraisal values for the parcel allocated between Program Lands and non-Program Lands and the resulting ratio will be applied to the sale price of the whole parcel to determine the sale price of the Program Lands.

An analogous procedure shall be followed when Program Lands are sold as subdivided parcels after appraisals are obtained.

C. Step 3 - Listing of Property for Sale

1. The Owner must place the property on the market for sale with a real estate broker licensed under the laws of the State of New York and in good faith and using reasonable best efforts endeavor to obtain the highest possible price for the property. Within thirty (30) days after the determination of the Established Fair Market Value and Established Hypothetical Market Values, the Owner shall furnish the County with a copy of its listing contract with the real estate broker and an agreement from the broker that, he/she shall provide to the County at closing an Affidavit listing all offers and counter offers on the property and marketing efforts to sell the property (the "Broker's Affidavit").

2. The property must be multiple listed for at least three (3) months and the initial asking price must be no less than six percent (6%) above the Established Fair Market Value. If the Owner has been unsuccessful in obtaining an offer after providing evidence that the real estate broker has actively marketed and multiple listed the property for a minimum of forty-five (45) days at such value, the asking price may be reduced by the Owner.

3. In the case of a residence, if after multiple listing the property for at least four (4) months between the months of February and October and Owner has been unable to sell it after making reasonable counter offers on all offers, then, upon delivery of the Broker's Affidavit and County's satisfaction that Owner and Broker have been using best efforts to sell the property at a reasonable price relative to the

Established Fair Market Value, then Owner may elect to revise the Established Fair Market Value/Hypothetical Market Value as follows:

a) A new FMV Appraisal/HMV Appraisal (the "New Appraisals") shall be obtained. The Approved Appraiser shall be selected by lottery. If the New Appraisals are the 2nd FMV and 2nd HMV Appraisals, the cost shall be paid by Owner; otherwise, the County and Owner shall each pay one-half.

b) If the New FMV and HMV Appraisals are both within twenty percent (20%) of the Established Fair Market Value and Established Hypothetical Fair Market Value Appraisal, then the New Appraisals shall become the Established Fair Market Value and Hypothetical Fair Market Value Appraisals.

c) If either the New FMV or HMV Appraisals is not within twenty percent (20%) of the Established Fair Market or Established Hypothetical Fair Market Value, then, unless both the County and Owner agree to accept the New Appraisals as the Established Fair Market Value and Established Hypothetical Market Value, second New FMV and New HMV Appraisals ("Second New Appraisals") shall be obtained from an Approved Appraiser, to be paid for equally by County and Owner. Thereafter, all appraisals used to determine the previous Established Fair Market and Established Hypothetical Fair Market Values shall be disregarded by County and Owner except as otherwise provided herein, and the procedure for determining the revised Established Fair Market and Established Hypothetical Fair Market Values shall be the same as determining the original Established Fair Market and Established Hypothetical Fair Market Values when Second FMV and HMV Appraisals are obtained.

d) During the period when Owner is obtaining New Appraisals, Owner shall continue to use best efforts to market and sell his property. If Owner obtains a contract for his property before the revised Established Fair Market and Established Hypothetical Fair Market Values have been determined and released, the revision procedure shall cease and the original Established Fair Market and Established Hypothetical Fair Market Values shall be used in determining the compensation under the Program.

4. Failure of a property Owner to comply with the requirements of this Step shall be grounds to disqualify such property as an Eligible Property and from the benefits of this Program.

D. Step 4 - Sale of Property/Compensation from County.

1. In the event that at any time the Owner receives a bona fide purchase offer equal to or greater than the Established Hypothetical Market Value that property shall automatically cease to be an Eligible Property and no compensation shall be paid by the County to the Owner.

2. In the event the Owner receives no offers at or above the Established Hypothetical Market Value, but does enter into a bona fide contract with a sale price at or above the Established Fair Market Value the County shall pay to the Owner an amount equal, to the difference between the Established Hypothetical Market Value and the sale price.

3. In the event the Owner receives no purchase offer at or above the Established Fair Market Value but does enter a bona fide contract with a sale



price below the Established Fair Market Value the County shall pay to the Owner an amount equal to

a) the difference between the Established Hypothetical Market Value and the Established Fair Market Value, plus;

b) \$0.00 if the sale price is within \$1,000.00 of the Established Fair Market Value (the "Deductible"); or

c) if the sale price is between \$1,000.00 and \$5,000.00 of the Established Fair Market Value an amount equal to:

(Established FMV - \$1,000.00 - Sale Price); or

d) \$2,500.00 if the difference between the sale price and Established Fair Market Value is more than \$5,000.00.

4. Payment shall be made to Owner within one (1) business day after closing on the property and recording of the deed, provided the County has received fifteen (15) days advance written notice of the closing date and a signed payment voucher. Before receipt of any compensation from County under the Program. Owner must deliver to County complete copies of all written offers received by the Owner for review, together with an Affidavit Compliance with the terms, conditions and procedures of the Program and the Broker's Affidavit.

E. Step 5 – Release of County

Upon payment of compensation by the County as provided in this. Agreement, the Owner shall provide County a written release in recordable form of the subject property from the Program, and of the County from any further obligation, liability or responsibility to Owner, or his successors and assigns, for any devaluation of

the property arising from the Program, or the location, installation or presence of the Landfill (the "Release").

#### **IV. REMEDIES**

Except where specifically excused herein, failure of Owner to adhere to the terms, conditions, Steps and procedures as set forth in this Agreement, including but not limited to failure to notify the County Representative prior to offering a property for sale, listing the property for sale at any time prior to the determination of the Established Market Values, appraisal shopping, disclosure of the Established Market Value, or failure to market the property as prescribed herein shall result in disqualification of the property from the protection of the Program.

Anytime up to delivery of payment of compensation and the Release any dispute Owner may have against County with regard to this Program, including but not limited to the interpretation, enforcement or application but excluding Appraisals, may be appealed by the property Owner as set forth herein. The Appraisals are not appealable. Any appeal shall be in writing to the County and the Town, with a copy to the CAB. The County and the Town shall select an arbitrator, which arbitrator shall be an independent third party not previously involved in the property (the "Arbitrator"). The allocation of the cost of arbitration shall be determined by the Arbitrator. The Arbitrator's decision shall be final and binding. This administrative appeal procedure shall be Owner's sole and exclusive remedy for any alleged dispute, default, or claim against the County pursuant to, regarding, under, arising from or related to the Program.

4/7/93

PROPERTY VALUE PROTECTION PROGRAM  
FOR NEIGHBORHOOD OF  
MILL SEAT LANDFILL  
As Revised April 7, 1993

Appendix E of Host Community Agreement

PURPOSE OF PROGRAM

The purpose of this program (the "Program") is to compensate the owners of the properties shown on Exhibit A from any monetary loss at the time of the sale of their property as a result of the siting of the Mill Seat Landfill (the "Landfill").

I. DEFINITIONS

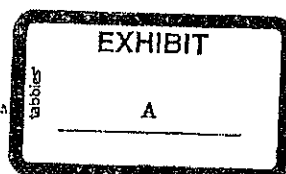
For the purposes of this Program:

A. "Permit Date" shall be August 1, 1991, the date upon which Monroe County received a permit from New York State for the construction of the Mill Seat Landfill.

B. "Fair Market Value" shall be the most probable monetary price the property will bring in a competitive open market place under all conditions requisite to a fair sale not disturbed by undue stimulus and where both sellers and buyers are acting prudently, knowledgeably and at arm's length.

C. "Established Fair Market Value" shall be the Fair Market Value of a parcel established in accordance with the procedures in Section III.B. or III.C.3. hereof.

D. "Hypothetical Market Value" shall be the Fair Market Value of the property as if the Landfill had not been constructed, the Landfill site had continued to be agricultural property, the public water supply had not been extended to the subject property, and the Town was not receiving the financial benefits of the Community Host Benefit Agreement. It is



contemplated that some or all of the comparable properties utilized to establish this value may be located outside the Town of Riga.

E. "Established Hypothetical Market Value" shall be the Hypothetical Market Value of a parcel established in accordance with the procedures in Section III.B. or III.C.3. hereof.

F. "Approved Appraiser" shall mean a New York Certified Residential Appraiser who appears on a list to be maintained by the County Real Estate Manager and established as follows: said list of Approved Appraisers shall include a minimum of five (5) New York Certified Residential Appraisers recommended by the CAB and five (5) recommended by the County Real Estate Manager. All Approved Appraisers shall agree to not participate or assist in appraisal shopping by the parties, and to notify the County and the CAB of all contacts and consultations with the County or any Owner as defined below, their agents, employees, or representatives regarding appraisals or valuations of Eligible Properties as defined below.

G. "CAB" shall be the Citizen's Advisory Board established pursuant to the Host Community Agreement between Monroe County and the Town of Riga dated July 12, 1989 as thereafter amended.

## II. SCOPE OF PROGRAM AND ELIGIBILITY

A. Scope of Program - Commencing with the Permit Date and continuing until the date on which solid waste is no longer accepted at the Mill Seat Landfill, Monroe County agrees to provide property value protection for owners of those lands within the hatched area on Exhibit A ("Program Lands").

B. Eligible Properties - All the Program Lands while they are owned by the owners of record, or their immediate heirs or devisees, as of the Permit Date will be eligible for the Program except that the Program does not include any Program Lands which are zoned for commercial and/or industrial use at the time the property is offered for sale. No real property shall benefit from the Program more than once.

It is the intent of the Town and County that the Program not result in duplication of compensation to Owners. Consequently, any property for which Owner has commenced or participated in a legal action for or has obtained compensation or damages by another remedy for devaluation due to the presence, installation, or location of the Landfill will be disqualified from the Program.

C. Eligible Property Owners - This Program will apply only to the owners of record of the Program Lands as of the Permit Date, and to their heirs and devisees ("Owners"). This Program does not apply to owners who acquire Program Lands after the Permit Date.

D. Notification of Property Owners - Within fifteen (15) days after execution of the 1993 Amendment to the Host Community Agreement, the Town shall send the County a list of the Owners with their mailing address and the tax account numbers of their respective Program Lands (the "Owners List"). The Town shall identify in the Owners List those Owners who have conveyed their property subsequent to the Permit Date. Within thirty (30) days thereafter, the County shall send a copy of the Program description to the Eligible Property Owners as set forth on the Owners List. Once a year thereafter, the Town shall send County an update of the Owners List, and the County shall send a reminder concerning the Program to the Owners.

### III. SALE OF PROPERTY

The Owner and the County shall take the following steps in connection with the sale of Owner's Program Lands:

- Step 1 - Notification of Intention to Sell;
- Step 2 - Appraisal Process;
- Step 3 - Listing of Property for Sale;
- Step 4 - Sale of Property/Compensation from County; and
- Step 5 - Release of County.

provided, however, those Program lands which were listed for sale, subject to a sales contract, or conveyed pursuant to a bona fide sale contract between the Permit Date and the execution of the 1993 Amendment will be excused from Step 1 and the requirement in Step 2 that appraisals be obtained prior to listing the property, and the determination for compensation will be made on a case by case basis after consideration of all the facts and circumstances of the sale.

#### A. Step 1 - Notification of Intention to Sell

1. Before listing or offering their properties for sale, Owners must notify in writing the office of the County Real Estate Manager or such other individual designated in the annual Program notice described above (the "County Representative") when they begin to sell their Program Lands. Owners are encouraged to notify the County Representative when they begin to consider selling.

2. Failure to notify the County Representative prior to offering a property for sale or listing the property for sale prior to the establishment of the Established Fair Market Value and Established Hypothetical Fair Market Value in accordance with Subsection B below may result in disqualification of the property from the Program.

B. Step 2 - Appraisal Process

1. Upon receipt of notice from the Owner as provided for in Step 1, the County shall immediately select by lottery an Approved Appraiser to appraise at its expense the property at both its Fair Market Value ("1st FMV Appraisal") and at its Hypothetical Market Value ("1st HMV Appraisal"). The County shall send Owner a copy of the 1st FMV Appraisal and the 1st HMV Appraisal within thirty (30) days of the County's receipt of above-referenced notice from the Owner, together with an affidavit that those Appraisals were the only ones obtained by County for the subject property, and that the County did not use or consult with any other Approved Appraiser specifically as to the subject property subsequent to the Permit Date, or otherwise engage in appraiser shopping for an appraisal most favorable to it ("Appraisal Affidavit"). The County shall pay for only the 1st FMV/HMV Appraisals, and subsequent Appraisals shall be paid for by Owner except as otherwise specifically provided for herein.

a) If the Owner rejects the 1st FMV/HMV Appraisal, the Owner must notify the County of such rejection within fifteen (15) days of receipt of the County's notice. The Owner shall then have the right to obtain at its expense second appraisals from an Approved Appraiser selected by lottery ("2nd FMV Appraisal and 2nd HMV Appraisal"). The 2nd and subsequent FMV and HMV Appraisals shall value the subject property under the same parameters and assumptions as the 1st FMV and HMV Appraisals. A copy of the 2nd FMV and 2nd HMV Appraisals and an Appraisal Affidavit as described above shall be sent to the County Representative within thirty (30) days of the County's notice.

b) If Owner so elects to obtain 2nd FMV/HMV Appraisals:

- i) if the higher of the two Fair Market Value Appraisals is equal to or less than twenty percent (20%) higher than the lower of the two, the Established FMV shall be the average of the two;
- ii) if the higher of the two HMV Appraisals is equal to or less than twenty percent (20%) higher than the lower of the two, the Established HMV shall be the average of the two.

If, however, the higher of the two Fair Market Value Appraisals and/or Hypothetical Market Value Appraisals is more than twenty percent (20%) higher than the lower of the two respective Appraisals, the 1st and the 2nd Approved Appraisers shall meet forthwith and shall attempt to agree upon the Established Fair Market Value/Hypothetical Market Value within five (5) days. If they are unable to agree, they shall have seven (7) additional days to select a third Approved Appraiser who shall act as a review appraiser (Review Appraiser) and determine Established Value Fair Market Value/Hypothetical Market Value within thirty (30) days thereafter. The cost of the Review Appraiser shall be equally divided between the Owner and the County unless County has already paid for a Review Appraiser for the property, in which case the cost shall be paid for by Owner.

c) If the Owner does not notify the County of his intention to obtain a 2nd FMV/HMV Appraisal within the time period provided in subparagraph a., or if the Owner accepts the 1st FMV/HMV Appraisals, then those valuations shall be the Established Fair Market Value and Established Hypothetical Market Value, respectively, for the property. The



Established Hypothetical Market Value shall remain confidential information and Owner(s) is prohibited from disclosing it to anyone, including but not limited to Owners' relatives, his real estate agent, other Approved Appraisers, or to any potential or actual buyer.

d) If only a portion of the parcel which Owner intends to sell as a single parcel is Program Land, then all appraisals required under the Program shall be of the whole parcel which will be sold, and the appraisal values for the parcel allocated between Program Lands and non-Program Lands and the resulting ratio will be applied to the sale price of the whole parcel to determine the sale price of the Program Lands. An analogous procedure shall be followed when Program Lands are sold as subdivided parcels after appraisals are obtained.

C. Step 3 - Listing of Property for Sale

1. The Owner must place the property on the market for sale with an real estate broker licensed under the laws of the State of New York and in good faith and using reasonable best efforts endeavor to obtain the highest possible price for the property. Within thirty (30) days after the determination of the Established Fair Market Value and Established Hypothetical Market Values, the Owner shall furnish the County with a copy of its listing contract with the real estate broker and an agreement from the broker that he/she shall provide to the County at closing an Affidavit listing all offers and counter offers on the property and marketing efforts to sell the property (the "Broker's Affidavit").

2. The property must be multiple listed for at least three (3) months and the initial asking price must be no less than six percent (6%) above the Established Fair Market Value. If the Owner has been unsuccessful in obtaining an offer after providing evidence

that the real estate broker has actively marketed and multiple listed the property for a minimum of forty-five (45) days at such value, the asking price may be reduced by the Owner.

3. In the case of a residence, if after multiple listing the property for at least four (4) months between the months of February and October and Owner has been unable to sell it after making reasonable counter offers on all offers, then, upon delivery of the Broker's Affidavit and County's satisfaction that Owner and Broker have been using best efforts to sell the property at a reasonable price relative to the Established Fair Market Value, then Owner may elect to revise the Established Fair Market Value/Hypothetical Market Value as follows:

a) A new FMV Appraisal/HMV Appraisal (the "New Appraisals") shall be obtained. The Approved Appraiser shall be selected by lottery. If the New Appraisals are the 2nd FMV and 2nd HMV Appraisals, the cost shall be paid by Owner; otherwise, the County and Owner shall each pay one-half.

b) If the New FMV and HMV Appraisals are both within twenty percent (20%) of the Established Fair Market Value and Established Hypothetical Fair Market Value Appraisal, then the New Appraisals shall become the Established Fair Market Value and Hypothetical Fair Market Value Appraisals.

c) If either the New FMV or HMV Appraisals is not within twenty percent (20%) of the Established Fair Market or Established Hypothetical Fair Market Value, then, unless both the County and Owner agree to accept the New Appraisals as the Established Fair Market Value and Established Hypothetical Market Value, second New FMV and New HMV Appraisals ("Second New Appraisals") shall be obtained from an Approved Appraiser, to be paid for equally by County and Owner. Thereafter, all appraisals used to

determine the previous Established Fair Market and Established Hypothetical Fair Market Values shall be disregarded by County and Owner except as otherwise provided herein, and the procedure for determining the revised Established Fair Market and Established Hypothetical Fair Market Values shall be the same as determining the original Established Fair Market and Established Hypothetical Fair Market Values when Second FMV and HMV Appraisals are obtained.

d) During the period when Owner is obtaining New Appraisals, Owner shall continue to use best efforts to market and sell his property. If Owner obtains a contract for his property before the revised Established Fair Market and Established Hypothetical Fair Market Values have been determined and released, the revision procedure shall cease and the original Established Fair Market and Established Hypothetical Fair Market Values shall be used in determining the compensation under the Program.

4. Failure of a property Owner to comply with the requirements of this Step shall be grounds to disqualify such property as an Eligible Property and from the benefits of this Program.

D. Step 4 - Sale of Property/Compensation from County

1. In the event that at any time the Owner receives a bona fide purchase offer equal to or greater than the Established Hypothetical Market Value, that property shall automatically cease to be an Eligible Property, and no compensation shall be paid by the County to the Owner.

2. In the event the Owner receives no offers at or above the Established Hypothetical Market Value, but does enter into a bona fide contract with a sale price

at or above the Established Fair Market Value, the County shall pay to the Owner an amount equal to

a) the difference between the Established Hypothetical Market Value and the sale price, plus

b) one-half of the difference between the Established Fair Market Value and the sale price.

3. In the event the Owner receives no purchase offer at or above the Established Fair Market Value but does enter a bona fide contract with a sale price below the Established Fair Market Value, the County shall pay to the Owner an amount equal to

a) the difference between the Established Hypothetical Market Value and the Established Fair Market Value, plus:

b) \$0.00 if the sale price is within \$1,000.00 of the Established Fair Market Value (the "Deductible"); or

c) if the sale price is between \$1,000.00 and \$5,000.00 of the Established Fair Market Value, an amount equal to:

$\frac{1}{2}$  (Established FMV - \$1,000.00 - Sale Price); or

d) \$2,000.00 if the difference between the sale price and Established Fair Market Value is more than \$5,000.00.

4. Payment shall be made to Owner within one (1) business day after closing on the property and recording of the deed, provided the County has received fifteen (15) days advance written notice of the closing date and a signed payment voucher. Before receipt of any compensation from County under the Program, Owner must deliver to County complete

copies of all written offers received by the Owner for review, together with an Affidavit of Compliance with the terms, conditions and procedures of the Program and the Broker's Affidavit.

E. Step 5 - Release of County

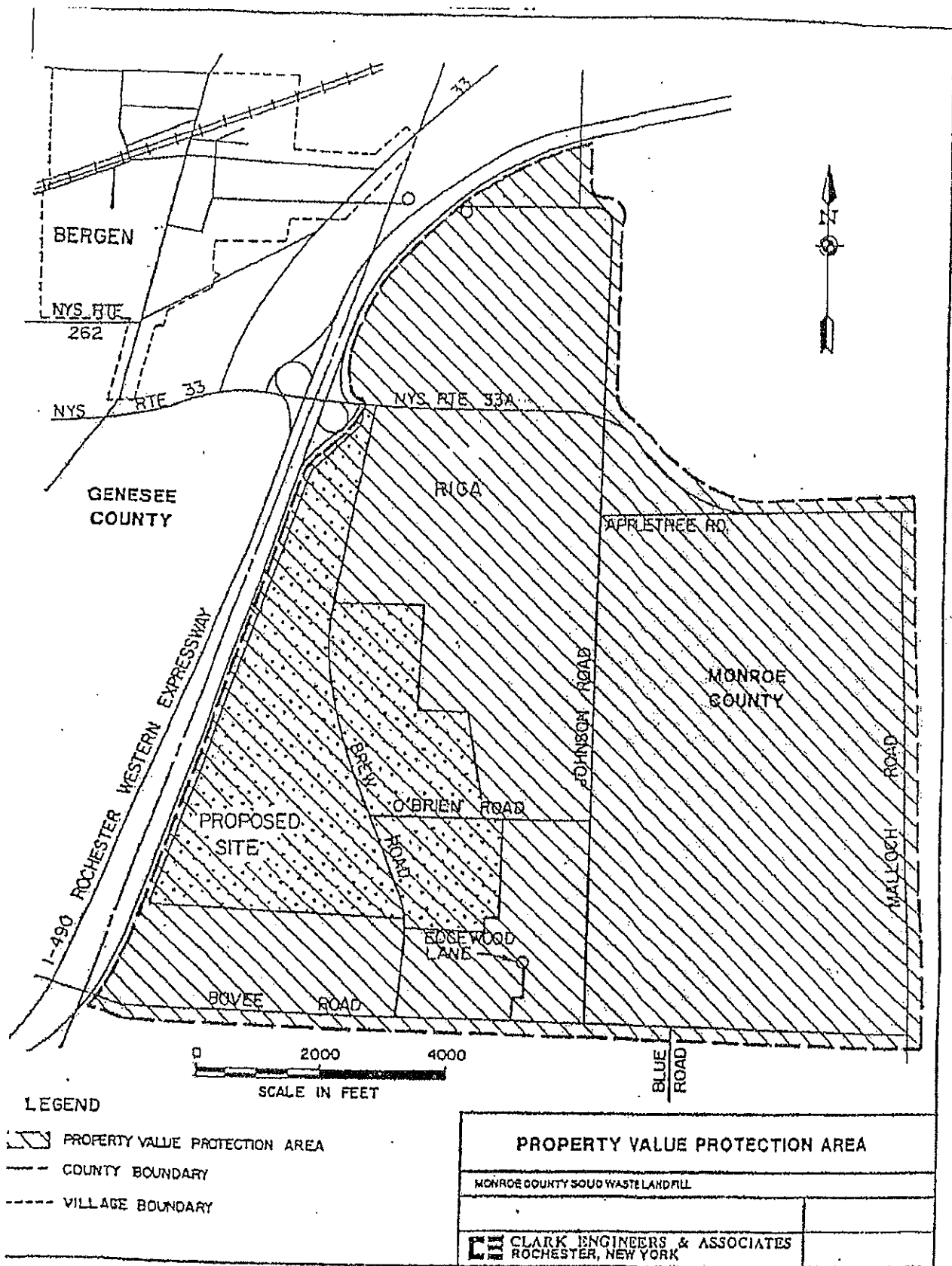
Upon payment of compensation by the County as provided in this Agreement, the Owner shall provide County a written release in recordable form of the subject property from the Program, and of the County from any further obligation, liability or responsibility to Owner, or his successors and assigns, for any devaluation of the property arising from the Program, or the location, installation or presence of the Landfill (the "Release").

IV. REMEDIES

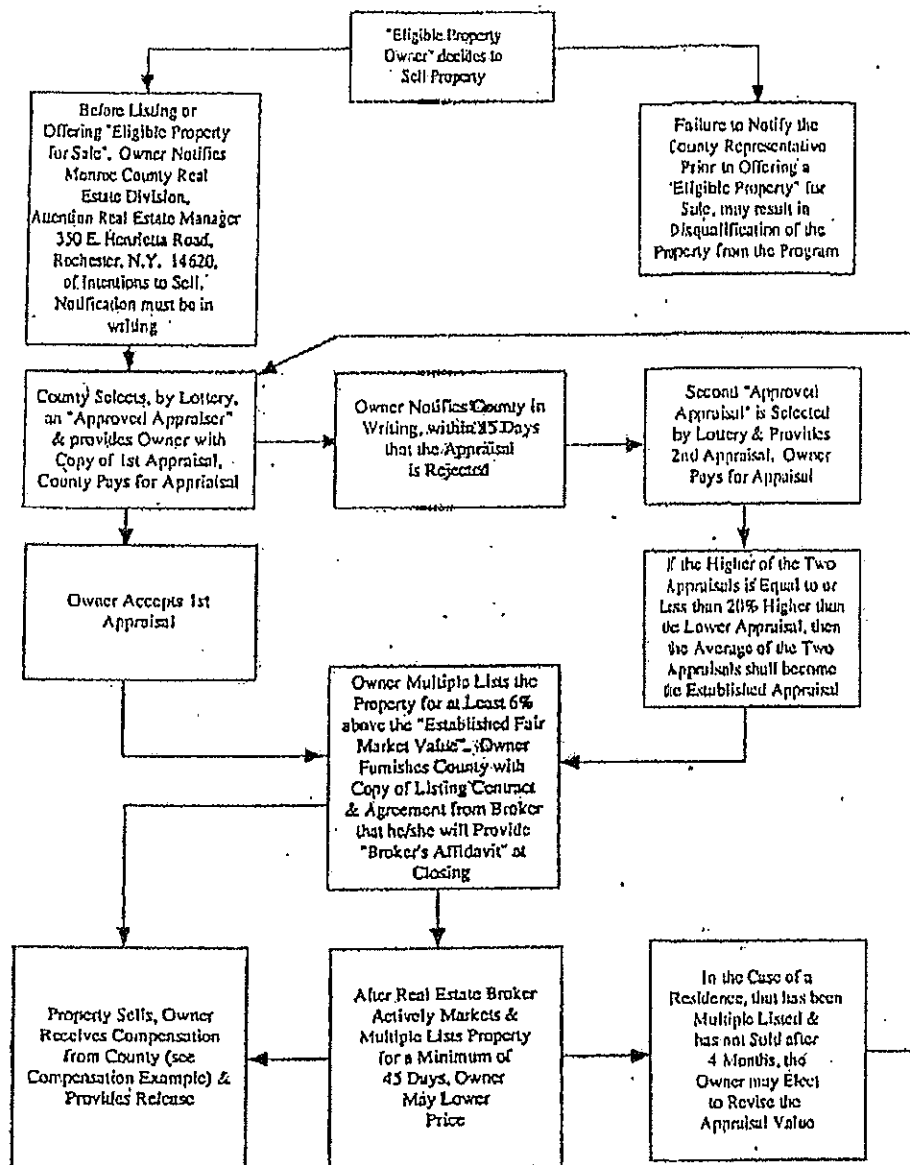
Except where specifically excused herein, failure of Owner to adhere to the terms, conditions, Steps and procedures as set forth in this Agreement, including but not limited to failure to notify the County Representative prior to offering a property for sale, listing the property for sale at any time prior to the determination of the Established Market Values, appraisal shopping, disclosure of the Established Market Value, or failure to market the property as prescribed herein, shall result in disqualification of the property from the protection of the Program.

Anytime up to delivery of payment of compensation and the Release, any dispute Owner may have against County with regard to this Program, including but not limited to the interpretation, enforcement or application, but excluding Appraisals, may be appealed by the property Owner as set forth herein. The Appraisals are not appealable. The appeal shall be in writing to an arbitrator or body, including the CAB, to be agreed upon between the Owner and the County (the "Arbitrator"). The allocation of the cost of arbitration shall be determined by

the Arbitrator. The Arbitrator's decision shall be final and binding. This administrative appeal procedure shall be Owner's sole and exclusive remedy for any alleged dispute, default, or claim against the County pursuant to, regarding, under, arising from or related to the Program.



# PROPERTY VALUE PROTECTION PROGRAM SUMMARY DESCRIPTION



## Compensation Example

If a property has a "Established Hypothetical Market Value" of \$100,000 and a "Established Fair Market Value" of \$80,000, the following compensation would be paid based on the following sale prices:

Sale Price	Compensation from County
\$100,000	0
\$ 90,000	\$10,000 + \$5,000 bonus
\$ 80,000	\$20,000
\$ 79,000	\$20,000
\$ 75,000	\$20,000 + 2,000 bonus

3/10/93 *Penning*



PROPERTY PROTECTION PLAN  
CURRENT ELIGIBLE

TAX ACCT #	NAME	ADDRESS	TOTAL ASSESED VALUE
155.02-1-31.2	Hershey, Edward T.	200 Sheridan Rd	146,800
155.03-1-1.12	Zastrocky, David C.	395 Johnson Rd	116,350
155.03-1-2.1	Wolf Associates LLP	Chili Riga Ctr Rd	70,600
155.03-1-3	Ciaccia, Antonio	8070 Chili Riga Ctr Rd	79,100
155.03-1-4	Ciaccia, Antonio	Chili Riga Ctr Rd	42,200
155.04-1-10.1	Neal, Robert F.	528 Johnson Rd	76,000
169.01-1-2.1	Martz, Jeffrey A.	651 Johnson Rd	105,000
169.01-1-3	Lynch, John	673 Johnson Rd	172,300
169.01-1-4.1	Wilcox, Craig H.	729 Johnson Rd	140,800
169.01-1-4.2	Wilcox, Fern Acomb	Johnson Rd	18,900
169.01-1-5.1	Wilcox, Fern Acomb	741 Johnson Rd	210,900
169.01-1-7	Pascarella, James	805 Johnson Rd	151,200
169.01-1-8	Kizinski, Joseph	835 Johnson Rd	167,100
169.01-1-9	Wittman, William Sr	Johnson Rd	40,300
169.01-1-10	Wittman, William Sr	873 Johnson Rd	101,600
169.01-1-11	Booher, Nicholas	935 Johnson Rd	146,200
169.01-1-14	Turcotte, Albert D.	1001 Johnson Rd	105,600
169.01-1-16	Turcotte, Albert D.	Johnson Rd	3,900
169.01-1-19	Rochester Bow Hunters	283 Brew Rd	31,700
169.02-1-1	Gladwin, Frederick	666 Johnson Rd	73,700
169.02-1-2	Wilcox, Craig	672 Johnson Rd	76,900
169.02-1-3	Cubins, Margers I	Appletree Rd	15,200
169.02-1-5	Hollenbeck, Kevin	122 Appletree Rd	138,600
169.02-1-6	Friedman, Heinz	160 Appletree Rd	146,400
169.02-1-9	Panek, David A.	7700 Chili Riga Ctr Rd	151,700
169.02-1-11.2	Gregory, Maunallen	Chili Riga Ctr Rd	1,300
169.02-1-12.111	Johnson, Jessie B.	Chili Riga Ctr Rd	40,200
169.02-1-13	Aslett, Ruth Parnell	Malloch Rd	80,700
169.02-1-15.2	Flagler, Claire P.	7419 Chili Riga Ctr Rd	145,300
169.02-1-16.111	Budvale Development	7519 Chili Riga Ctr Rd	346,000
169.02-1-19	Goff, Duane	940 Johnson Rd	141,500
169.02-1-29	Holden, Debra A.	81 Appletree Rd	99,500
169.02-1-30	Siolkowsky, Mark M.	7420 Chili Riga Ctr Rd	92,800
169.02-1-31	Cooper, James D.	7440 Chili Riga Ctr Rd	165,900
169.03-1-9	McCormick, Matthew	118 O'Brien Rd	134,100
169.03-1-11	Donovan, John Life Use	100 O'Brien Rd	124,100
169.03-1-12	Dils, William R. Jr	1201 Johnson Rd	150,700
169.03-1-16	Downs, John W.	111 O'Brien Rd	148,200
169.04-1-1	Hutchurson, Garry	1004 Johnson Rd	174,500
169.04-1-10	Nowack, Eugene C.	1220 Johnson Rd	79,000
169.04-1-11	Stewart, James E.	1260 Johnson Rd	141,500
169.04-1-12	Shakeshaft, Charles H.	Malloch Rd	47,500
169.04-1-14	Embling, Clyde H.	Malloch Rd	6,000
169.04-1-15	Pimm, Gary A.	465 Malloch Rd	72,600
169.04-1-16	DeMatteo, Anthony	405 Malloch Rd	201,900
169.04-1-18	Aversa, Angelo	365 Malloch Rd	77,000
169.04-1-19	Shakeshaft, Charles H.	295 Malloch Rd	154,100

EXHIBIT

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169.04-1-20	Herbert, Thomas	263 Malloch Rd	144,700
169.04-1-21.1	Willits, Norman J.	251-253 Malloch Rd	131,800
169.04-1-24	Whitney, Samuel J.	338 Malloch Rd	124,300
169.04-1-28.1	Reisig, Paul H.	464 Malloch Rd	192,700
169.04-1-29	Krenzer, Thomas J.	Malloch Rd	1,700
169.04-1-30	Palmer, Lavern J.	530 Malloch Rd	143,200
182.02-1-1.1	Maher, Terence F.	993 Bovee Rd	189,400
182.02-1-1.2	Smith, Ronald J.	999 Bovee Rd	116,800
183.01-1-2	Town of Riga	Bovee Rd	26,100
183.01-1-4.114	Covert, Mark	1337 Johnson Rd	140,500
183.01-1-7	Fogarassy, Carol	1400 Johnson Rd	117,000
183.01-1-8	Maher, Richard	515 Bovee Rd	189,700
183.01-1-12.1	Maher, Richard	Bovee Rd	48,600
183.01-1-12.2	Maher, Daniel	Bovee Rd	23,000
183.01-1-13	Conway, Patrick L.	771 Bovee Rd	116,000
183.01-1-14	Stewart, Ruth	845 Bovee Rd	76,200
183.01-1-19	Pratt, John F.	620 Bovee Rd	166,200
183.01-1-24	Tomaszewski, Paul	1275 Johnson Rd	147,200
183.01-1-27	MacConnell, Joe	3 Edgewood Ln	167,500
183.01-1-29	Hochreiter, Lisa B	7 Edgewood Ln	167,500
183.01-1-31	Hitter, John	6 Edgewood Ln	156,500
183.01-1-32	Wagner, Richard A.	4 Edgewood Ln	143,900
183.01-1-33.1	Dries, James L.	2 Edgewood Ln	188,800
183.02-1-1.1	Gruendike, Shirley (Life use)	Bovee Rd	106,900
183.02-1-2.1	Gruendike, Shirley (Life use)	Bovee Rd	109,500
183.02-1-3	Shakeshaft, Charles H.	505 Malloch Rd	241,700
183.02-1-4	Kissel, Ann	835 Malloch Rd	207,800
183.02-1-5	Broida, Michael	233 Bovee Rd	166,900
183.02-1-6.1	Gruendike, Karen	321 Bovee Rd	110,200
183.02-1-6.2	Gruendike, Shirley	Bovee Rd	83,300
184.01-1-1.111	Krenzer, Thomas J.	620 Malloch Rd	185,000
184.01-1-1.2	Wilkenson, Christopher	684 Malloch Rd	110,900

TOTAL # OF PARCELS: 79

GRAND TOTAL A.V.

9,394,950

# PROPERTY PROTECTION PLAN RESET

TAX ACCT #	NAME	ADDRESS	TOTAL ASSESSED VALUE
155.02-1-31.111	Colby, Charles M.	Johnson Rd	39,600
155.02-1-31.112	Roney, Steven K.	Johnson Rd	15,300
155.02-1-31.12	Rinaudo, Ann Marie	310 Johnson Rd	103,000
155.02-1-31.2	Hershey, Edward T.	200 Sheridan Rd	146,800
155.03-1-1.11	Stettner, Rodney R.	256 Johnson Rd	293,500
155.03-1-1.12	Zastrocky, David C.	395 Johnson Rd	116,350
155.03-1-1.2	Rowland, Robert L.	Johnson Rd	128,100
155.03-1-2.1	Wolf Associates LLP	Chili Riga Ctr Rd	70,600
155.03-1-2.2	Ball, Keith	447 Johnson Rd	20,600
155.03-1-3	Ciaccia, Antonio	8070 Chili Riga Ctr Rd	79,100
155.03-1-4	Ciaccia, Antonio	Chili Riga Ctr Rd	42,200
155.04-1-1.1	Robinson, Richard L.	380 Johnson Rd	81,400
155.04-1-2.11	Bayne, David E.	428 Johnson Rd	140,500
155.04-1-2.12	Kohlman, Michael	412 Johnson Rd	39,400
155.04-1-2.13	Roney, Steven K.	396 Johnson Rd	1,100
155.04-1-2.2	Phelps, Karl W.	438 Johnson Rd	141,900
155.04-1-8.2	Mosier, Arthur G. Jr	Chili Riga Ctr Rd	87,700
155.04-1-9.11	Mosier, Arthur G. Jr	7500 Chili Riga Ctr Rd	99,500
155.04-1-9.2	Roney, Steven K.	Johnson Rd	20,500
155.04-1-10.1	Neal, Robert F.	528 Johnson Rd	76,000
155.04-1-10.2	Kohlman Farms Inc.	Johnson Rd	89,200
169.01-1-1.1	Grastorf, Daniel S.	7901 Chili Riga Ctr Rd	26,300
169.01-1-1.2	Mante, Eric C.	7855 Chili Riga Ctr Rd	169,600
169.01-1-2.1	Martz, Jeffrey A.	651 Johnson Rd	105,000
169.01-1-3	Lynch, John	673 Johnson Rd	172,300
169.01-1-4.1	Wilcox, Craig H.	729 Johnson Rd	140,800
169.01-1-4.2	Wilcox, Fern Acomb	Johnson Rd	18,900
169.01-1-5.1	Wilcox, Fern Acomb	741 Johnson Rd	210,900
169.01-1-5.2	Wilcox, Fern Acomb	759 Johnson Rd	142,100
169.01-1-6	Welch, Michael P.	797 Johnson Rd	151,000
169.01-1-7	Pascarella, James	805 Johnson Rd	151,200
169.01-1-8	Kizinski, Joseph	835 Johnson Rd	167,100
169.01-1-9	Wittman, William Sr	Johnson Rd	40,300
169.01-1-10	Wittman, William Sr	873 Johnson Rd	101,600
169.01-1-11	Booher, Nicholas	935 Johnson Rd	146,200
169.01-1-12	Pocock, Adam M.	945 Johnson Rd	144,900
169.01-1-13	Zawadzki, Wanda L.	965 Johnson Rd	123,600
169.01-1-14	Turcotte, Albert D.	1001 Johnson Rd	105,600
169.01-1-15	Schoenberger, Richard	1035 Johnson Rd	90,000
169.01-1-16	Turcotte, Albert D.	Johnson Rd	3,900
169.01-1-17	McCormick, Matthew	Johnson Rd	16,200
169.01-1-19	Rochester Bow Hunters	283 Brew Rd	31,700
169.01-1-25.1	Clay, Steven J.	8035 Chili Riga Ctr Rd	131,700
169.02-1-1	Gladwin, Frederick	666 Johnson Rd	73,700
169.02-1-2	Wilcox, Craig	672 Johnson Rd	76,900
169.02-1-3	Cubins, Margers I	Appletree Rd	15,200
169.02-1-4	Logan, Mark D.	82 Appletree Rd	197,500

EXHIBIT

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169.02-1-5	Hollenbeck, Kevin	122 Appletree Rd	138,600
169.02-1-6	Friedman, Heinz	160 Appletree Rd	146,400
169.02-1-7	Frongella, Lori L.	7744 Chili Riga Ctr Rd	150,500
169.02-1-9	Panek, David A.	7700 Chili Riga Ctr Rd	151,700
169.02-1-10	Lyman, William J.	7640 Chili Riga Ctr Rd	315,200
169.02-1-11.1	Loewke, Timothy	7542 Chili Riga Ctr Rd	150,700
169.02-1-11.2	Gregory, Maunallen	Chili Riga Ctr Rd	1,300
169.02-1-12.111	Johnson, Jessie B.	Chili Riga Ctr Rd	40,200
169.02-1-12.112	Lancaster, Scott	7264 Chili Riga Ctr Rd	136,400
169.02-1-12.12	Lancaster, Stewart	7336 Chili Riga Ctr Rd	140,600
169.02-1-12.2	Lancaster, Stacey J.	7298 Chili Riga Ctr Rd	92,200
169.02-1-13	Aslett, Ruth Parnell	Malloch Rd	80,700
169.02-1-14	Curietta, Mark A.	148 Malloch Rd	139,500
169.02-1-15.12	Smith, Alfred W. Jr.	185 Malloch Rd	158,700
169.02-1-15.13	Cummings, Kevin P.	225 Malloch Rd	218,000
169.02-1-15.2	Flagler, Claire P.	7419 Chili Riga Ctr Rd	145,300
169.02-1-16.111	Budvale Development	7519 Chili Riga Ctr Rd	346,000
169.02-1-16.112	Filowick, George Sr	7523 Chili Riga Ctr Rd	234,500
169.02-1-16.12	Yahn, Donald W.	7525 Chili Riga Ctr Rd	168,500
169.02-1-16.2	Zinter, John W.	7635 Chil Riga Ctr Rd	151,100
169.02-1-16.31	Vasalos, George	163 Appletree Rd	130,800
169.02-1-16.32	Cummings, Paul	153 Appletree Rd	200,000
169.02-1-16.33	Chaback, Bernard J.	123 Appletree Rd	168,300
169.02-1-17	Smith, David A.	1000 Johnson Rd	196,400
169.02-1-18	Caruso, Allen V.	976 Johnson Rd	166,800
169.02-1-19	Goff, Duane	940 Johnson Rd	141,500
169.02-1-20	Lage, Douglas W.	920 Johnson Rd	192,300
169.02-1-21	Bridge, James E.	900 Johnson Rd	174,900
169.02-1-22	Peters, Donna E. Foster	854 Johnson Rd	146,400
169.02-1-23	Wittman, William L.	Johnson Rd	8,000
169.02-1-24	Gay, Michael J.	796 Johnson Rd	100,400
169.02-1-25	Wilcox, Fern Acomb	760 Johnson Rd	100,400
169.02-1-26.1	O'Neill, Leo J.	55 Appletree Rd	158,600
169.02-1-26.2	Wilcox, Fern Acomb	740 Johnson Rd	25,100
169.02-1-27.11	Kehoe, Christopher M.	65 Appletree Rd	113,700
169.02-1-29	Holden, Debra A.	81 Appletree Rd	99,500
169.02-1-30	Siolkowsky, Mark M.	7420 Chili Riga Ctr Rd	92,800
169.02-1-31	Cooper, James D.	7440 Chili Riga Ctr Rd	165,900
169.02-1-32.1	Eckerd, Clayton A.	7235 Chil Riga Ctr Rd	150,400
169.02-1-32.2	Polizzi, Thomas W.	7229 Chili Riga Ctr Rd	214,300
169.02-1-33.1	Wilk, Gilbert W.	7259 Chili Riga Ctr Rd	178,400
169.02-1-33.2	Penepent, Richard S.	7247 Chili Riga Ctr Rd	172,700
169.02-1-34	Hryhorenko, Leonard	7271 Chili Riga Ctr Rd	173,900
169.02-1-35.1	Cromey, Thomas W. Jr	7341 Chili Riga Ctr Rd	181,000
169.02-1-35.2	Duckworth, Eric S.	7333 Chili Riga Ctr Rd	183,500
169.02-1-36.1	Pietrzykowski, Lori A.	24 Malloch Rd	165,300
169.02-1-36.2	Olix, Tedd A.	7357 Chili Riga Ctr Rd	191,500
169.02-1-37	Moffett, David A.	62 Malloch Rd	117,500
169.02-1-38	Sprint Spectrum LP	Malloch Rd	40,100
169.02-1-39	Guy, Kenneth	57 Malloch Rd	171,300
169.02-1-40	Foster, Carlton J. Jr	75 Malloch Rd	29,500
169.02-1-41	Urckfitz, Michael F.	133 Malloch Rd	171,900

169.02-1-42	George, Carol	151 Malloch Rd	206,800
169.02-1-43	Caparole, David	171 Malloch Rd	160,900
169.02-1-44	Budvale Construction	Malloch Rd	37,800
169.03-1-9	McCormick, Matthew	118 O'Brien Rd	134,100
169.03-1-10.1	Franck, David	1067 Johnson Rd	92,400
169.03-1-10.2	Franck, David	1073 Johnson Rd	20,800
169.03-1-11	Donovan, John Life Use	100 O'Brien Rd	124,100
169.03-1-12	Dils, William R. Jr	1201 Johnson Rd	150,700
169.03-1-13	Smith, Scott	1211 Johnson Rd	165,000
169.03-1-14	Raforth, Theodore	1221 Johnson Rd	165,300
169.03-1-15	Clark, James E.	89 O'Brien Rd	164,400
169.03-1-16	Downs, John W.	111 O'Brien Rd	148,200
169.03-1-17	Musiyevich, Nikolay	1231 Johnson Rd	133,100
169.03-1-18	Rickard, Curtis S.	1241 Johnson Rd	161,800
169.03-1-19	Gleason, David I.	1251 Johnson Rd	174,900
169.03-1-20	Singer, Jeffrey A.	125 O'Brien Rd	138,400
169.04-1-1	Hutchurson, Garry	1004 Johnson Rd	174,500
169.04-1-3	Rapp, Todd L.	1010 Johnson Rd	145,200
169.04-1-4	Lytle, Lorie A.	1048 Johnson Rd	93,500
169.04-1-5	Carpino, Nicklos C.	1064 Johnson Rd	79,000
169.04-1-6.1	Stettner, Rodney R.	Johnson Rd	36,000
169.04-1-6.2	Goff, Todd	1059 Johnson Rd	175,100
169.04-1-7	Stettner, Rodney R.	Johnson Rd	29,700
169.04-1-8	Deuto, Wanda Elizabeth	1080 Johnson Rd	188,800
169.04-1-9.1	Atkinson, Matthew P.	1214 Johnson Rd	100,500
169.04-1-9.2	Koval, Joseph	Johnson Rd	7,800
169.04-1-10	Nowack, Eugene C.	1220 Johnson Rd	79,000
169.04-1-11	Stewart, James E.	1260 Johnson Rd	141,500
169.04-1-12	Shakeshaft, Charles H.	Malloch Rd	47,500
169.04-1-13	Pimm, Gary A.	Malloch Rd	33,000
169.04-1-14	Embling, Clyde H.	Malloch Rd	6,000
169.04-1-15	Pimm, Gary A.	465 Malloch Rd	72,600
169.04-1-16	DeMatteo, Anthony	405 Malloch Rd	201,900
169.04-1-17	Bastianelli, Albert M.	385 Malloch Rd	116,300
169.04-1-18	Aversa, Angelo	365 Malloch Rd	77,000
169.04-1-19	Shakeshaft, Charles H.	295 Malloch Rd	154,100
169.04-1-20	Herbert, Thomas	263 Malloch Rd	144,700
169.04-1-21.1	Willits, Norman J.	251-253 Malloch Rd	131,800
169.04-1-23	Lingeman, Anne K.	Malloch Rd	36,800
169.04-1-24	Whitney, Samuel J.	338 Malloch Rd	124,300
169.04-1-25	Acomb, Andrea	366 Malloch Rd	67,400
169.04-1-26.1	Savastano, Philip	368 Bridgeman Rd	104,100
169.04-1-27.1	Chraston, Ronald	374 Bridgeman Rd	289,400
169.04-1-28.1	Reisig, Paul H.	464 Malloch Rd	192,700
169.04-1-29	Krenzer, Thomas J.	Malloch Rd	1,700
169.04-1-30	Palmer, Lavern J.	530 Malloch Rd	143,200
182.02-1-1.1	Maher, Terence F.	993 Bovee Rd	189,400
182.02-1-1.2	Smith, Ronald J.	999 Bovee Rd	116,800
183.01-1-1	Waste Management of NY	850 Bovee Rd	197,100
183.01-1-2	Town of Riga	Bovee Rd	26,100
183.01-1-3.11	Waldo, Richard E.	1380 Johnson Rd	164,500
183.01-1-3.31	Quackenbush, Betty	1336 Johnson Rd	152,600

183.01-1-4.112	Waste Management of NY	834 Brew Rd	139,000
183.01-1-4.113	McGuckin, Daniel F.	1331 Johnson Rd	142,500
183.01-1-4.114	Covert, Mark	1337 Johnson Rd	140,500
183.01-1-4.21	Springer, John	1266 Johnson Rd	60,700
183.01-1-4.22	Robinson, Michael	1294 Johnson Rd	150,900
183.01-1-4.3	Onderdonk, Don M/Linda	490 Bovee Rd	178,400
183.01-1-5	Burke, David R.	1293 Johnson Rd	196,800
183.01-1-6	Fraser, Edward	1379 Johnson Rd	151,600
183.01-1-7	Fogarassy, Carol	1400 Johnson Rd	117,000
183.01-1-8	Maher, Richard	515 Bovee Rd	189,700
183.01-1-12.1	Maher, Richard	Bovee Rd	48,600
183.01-1-12.2	Maher, Daniel	Bovee Rd	23,000
183.01-1-13	Conway, Patrick L.	771 Bovee Rd	116,000
183.01-1-14	Stewart, Ruth	845 Bovee Rd	76,200
183.01-1-17.1	Waste Management of NY	650 Bovee Rd	163,200
183.01-1-19	Pratt, John F.	620 Bovee Rd	166,200
183.01-1-24	Tomaszewski, Paul	1275 Johnson Rd	147,200
183.01-1-25	Churchville Enterprises	1520 Govee Rd	38,900
183.01-1-26	Essig, Brett	1 Edgewood Ln	137,500
183.01-1-27	MacConnell, Joe	3 Edgewood Ln	167,500
183.01-1-28	Chambry, Christopher	5 Edgewood Ln	145,500
183.01-1-29	Hochreiter, Lisa B	7 Edgewood Ln	167,500
183.01-1-30	Shenk, Gene	8 Edgewood Ln	138,400
183.01-1-31	Hitter, John	6 Edgewood Ln	156,500
183.01-1-32	Wagner, Richard A.	4 Edgewood Ln	143,900
183.01-1-33.1	Dries, James L.	2 Edgewood Ln	188,800
183.01-1-34.1	Maye, Julie	500 Bovee Rd	105,400
183.02-1-1.1	Gruendike, Shirley (Life use)	Bovee Rd	106,900
183.02-1-2.1	Gruendike, Shirley (Life use)	Bovee Rd	109,500
183.02-1-3	Shakeshaft, Charles H.	505 Malloch Rd	241,700
183.02-1-4	Kissel, Ann	835 Malloch Rd	207,800
183.02-1-5	Broida, Michael	233 Bovee Rd	166,900
183.02-1-6.1	Gruendike, Karen	321 Bovee Rd	110,200
183.02-1-6.2	Gruendike, Shirley	Bovee Rd	83,300
184.01-1-1.111	Krenzer, Thomas J.	620 Malloch Rd	185,000
184.01-1-1.2	Wilkenson, Christopher	684 Malloch Rd	110,900

TOTAL # OF PARCELS: 187

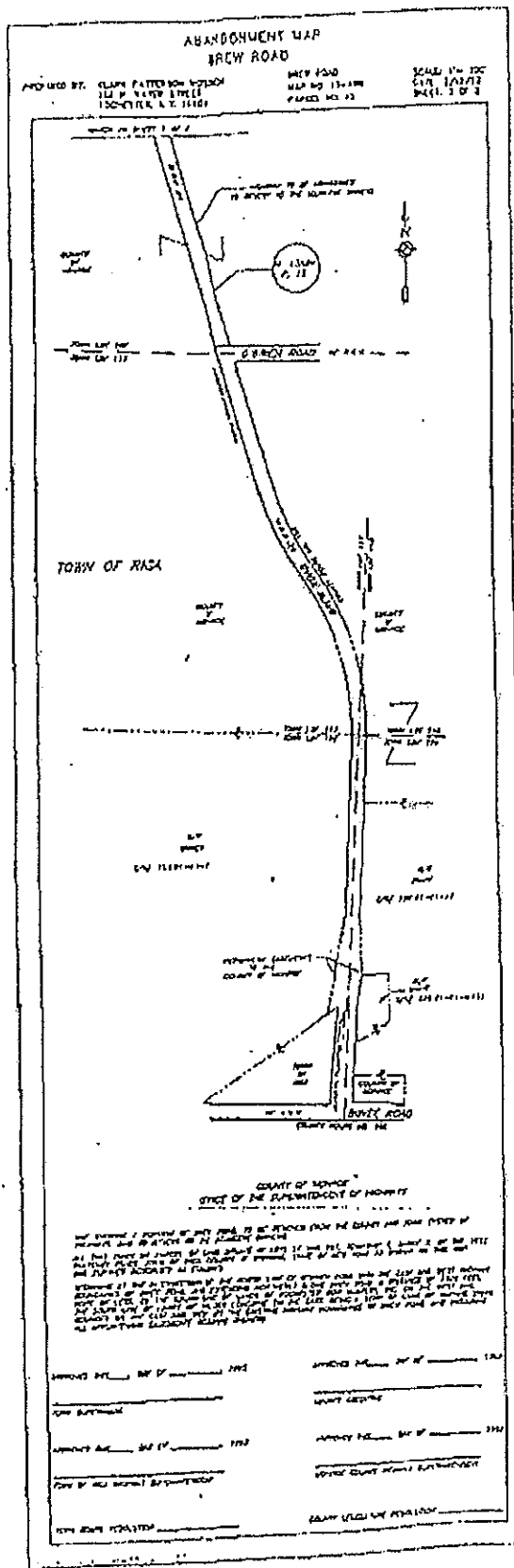
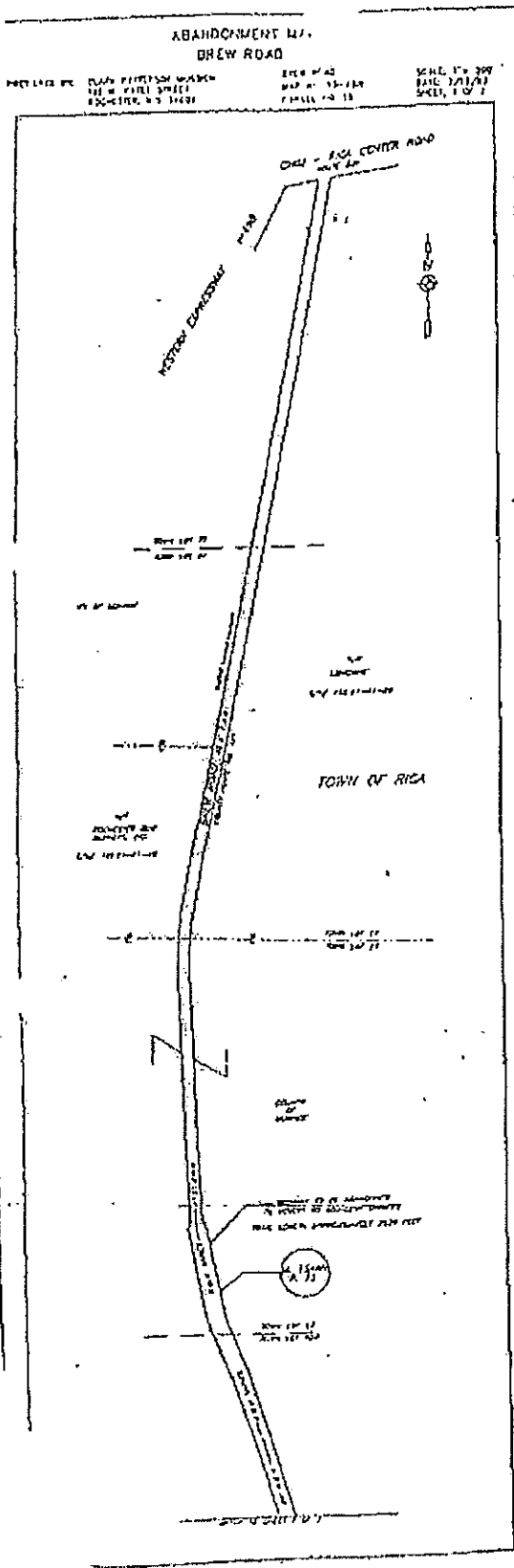
GRAND TOTAL A.V.

23,355,650

APPENDIX "E"

BREW ROAD

## APPENDIX E





APPENDIX "F"

RESOLUTION ADOPTED BY TOWN BOARD

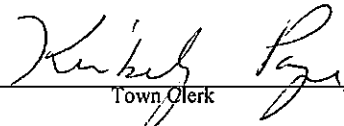
APPENDIX "G"

RESOLUTION ADOPTED BY COUNTY LEGISLATURE

**STATE OF NEW YORK)**  
**COUNTY OF MONROE) ss.**  
**TOWN OF RIGA )**

I, Kimberly Pape, Town Clerk of the Town of Riga, do hereby certify that I have compared the foregoing copy of Resolution 56-11 adopted by the Town Board of the Town of Riga, at a meeting held on the 3<sup>rd</sup> day of January, 2011, with the original thereof filed in my office and that the same is true and correct transcript of said original and of the whole of said original.

**IN WITNESS WHEREOF**, I have hereunto set my hand and seal of the said Town this 4<sup>th</sup> day of January, 2011.

  
\_\_\_\_\_  
Town Clerk

Town of Riga, Monroe County, New York

**PURSUANT TO A CALL OF AN ORGANIZATIONAL/REGULAR TOWN MEETING OF THE TOWN BOARD OF THE TOWN OF RIGA, COUNTY OF MONROE AND STATE OF NEW YORK, WHICH WAS DULY HELD AT THE TOWN HALL, 6460 E. BUFFALO RD, CHURCHVILLE, NY 14428, ON THE 3 RD DAY OF JANUARY 2011, AT 7:00 P.M.**

**RESOLUTION 56-11**

**Resolution to Accept the Amended and Restated Host Community Agreement**

**WHEREAS,** the County of Monroe and the Town of Riga are the parties to a Host Community Agreement ("Host Community Agreement") dated July 12, 1989 which agreement has been amended by additional agreements dated April 22, 1993, February 9, 2000, and January 3, 2005; and,

**WHEREAS,** as required by the Agreement, the Town of Riga notified the County of Monroe in December of 2009 of it's intention of renegotiating the terms of the agreement; and,

**WHEREAS,** the current Mill Seat landfill is expected to reach its permitted volume capacity by about 2018; and,

**WHEREAS,** the Town and County agree that an Amended and Restated Host Community Agreement provides the opportunity to address potential concerns and secure benefits for the Town during the life of the existing landfill and in the event that the County determines to expand the landfill adjacent to the current footprint; and,

**WHEREAS,** the Citizens Advisory Board formed under said agreement met on November 30, 2010 and have reviewed and voted unanimously to support the proposed agreement; and,

**WHEREAS,** the Town Board believes that the Amended and Restated Host Community Agreement proposed by the County of Monroe will mitigate the potential impacts from the landfill, protect the public health, welfare and safety of its residents and is in the long-term best interests of the citizens and tax payers of the Town of Riga; and,

**WHEREAS,** the County determined on November 9, 2010, and the Town Board thereafter concurred that the adoption of the Amended and Restated Host Community Agreement is a Type II action under the State Environmental Quality Review Act;

**NOW, THEREFORE BE IT RESOLVED,** that Supervisor Ottley is hereby authorized to execute on behalf of the Town of Riga the proposed Amended and Restated Host Community Agreement, as reviewed, approved and attached hereto and hereby orders the Town Clerk to affix the seal of the Town of Riga to said Agreement.

<b>VOTE:</b>	Supervisor Ottley	AYE
	Council Member Smith	AYE
	Council Member Fodge	AYE
	Council Member Campanella	AYE
	Council Member O'Brocta	AYE

**ABSENT:**

APPENDIX "G"

RESOLUTION ADOPTED BY COUNTY LEGISLATURE

By Legislators Colby and Daniele

Intro. No. 60

RESOLUTION NO. 52 OF 2011

**AUTHORIZING AMENDED AND RESTATED HOST COMMUNITY AGREEMENT WITH  
TOWN OF RIGA, NEW YORK FOR CONTINUATION OF BENEFITS**

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

Section 1. The County Executive, or his designee, is hereby authorized to execute an amended and restated Host Community Agreement, and any amendments thereto, with the Town of Riga, New York 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 8201010000, 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; January 26, 2011 - CV: 5-1  
Ways and Means Committee; January 26, 2011 - CV: 10-1  
File No. 11-0017

ADOPTION: Date: February 1, 2011 Vote: 28-0

ACTION BY THE COUNTY EXECUTIVE

APPROVED: X VETOED: \_\_\_\_\_

SIGNATURE: Margaret Montez DATE: 2/10/11

EFFECTIVE DATE OF RESOLUTION: 2/10/11