

ACCESS AGREEMENT
[Fons/Old Wayne Landfill, Ypsilanti Township, MI]

This ACCESS AGREEMENT (this "**Agreement**") is made as of the 21st of September, 2011, between **WAYNE DISPOSAL, INC.**, a Michigan corporation, having an address at 49350 North I-94 Service Drive, Belleville, MI 48111 ("**Grantor**"), and **REVITALIZING AUTO COMMUNITIES ENVIRONMENTAL RESPONSE TRUST** (the "**Trust**"), and together with RACER Properties LLC, its subsidiary; as their interests may appear ("**Grantee**"), whose address is 2930 Ecorse Road, Ypsilanti, Michigan 48198, Attention Grant Trigger, Michigan Cleanup Manager.

RECITALS

A. Grantor is the owner of certain real property located on Tyler Road, in Ypsilanti Township, County of Washtenaw, State of Michigan, being referred to, now or formerly as the Fons/Old Wayne Landfill (the "**Property**").

B. Grantee requires access to a portion of the Property (as hereafter defined) in order to conduct certain Environmental Actions, and Grantor is willing to grant Grantee such access and rights, subject to the terms and conditions of this Agreement. Any capitalized terms used below shall have the meanings set out in Section 4 of this Agreement or elsewhere in the text of this Agreement.

NOW THEREFORE, for the purposes set forth above and in consideration of the recitals and mutual promises herein contained, Grantee and Grantor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, intending to be legally bound, hereby agree as follows:

SECTION 1 LICENSE.

1.1 Grant of License. Grantor hereby grants to Grantee a non-exclusive revocable license and permission to enter (the "**License**") upon, and ingress and egress over, the Property as is necessary to conduct the Permitted Activities and access such area (the "**Licensed Area**"), which Licensed Area is approximately described or depicted on Exhibit A annexed hereto and incorporated herein, and which License is subject to the terms of this Agreement. Grantee acknowledges that this Agreement is solely a temporary grant of access to the Licensed Area in the nature of a license, and that no rights, title or interest to the Licensed Area, whether as an owner, purchaser, tenant or otherwise, are herein granted to or vested in Grantee by virtue hereof. The Licensed Area is being licensed in its "as is" and "whereas" condition, with all faults, without any representation or warranty whatsoever.

1.2 Permitted Activities. Grantee, Conestoga-Rovers & Associates ("CRA") as Grantee's Representative, and Grantee's other Representatives who have been approved in writing by Grantor, which approval shall not be unreasonably withheld, conditioned or delayed, may use the Licensed Area only for the purposes set forth in the September 20, 2011 letter (the "Work Plan") from Ms. Beth Landale of CRA to Mr. David Lusk of WDI, annexed hereto and incorporated herein as Exhibit B (the "Permitted Activities"). For the avoidance of doubt, "Permitted Activities" may include laboratory analyses and reporting of analytical results concerning samples collected from the Licensed Area, and shall be limited to the target compounds expressly listed in the Work Plan. Grantee covenants that neither Grantee nor any Representative shall analyze any such sample, or report any analytical result, for any compound not so listed. All Permitted Activities shall be performed at Grantee's sole expense and Liability. Upon Grantor's request, Grantee shall promptly provide Grantor with copies of all data, test results, and draft and final reports generated as a result of, or in connection with, the Work Plan. The rights and powers granted to Grantee in this Agreement do not, and shall not be interpreted to, obligate Grantee to exercise any of such rights and powers for any reason.

1.3 Term.

(a) This Agreement shall be effective for the period (the "**Term**") commencing on the Effective Date and ending on the Expiration Date, whereupon the rights, obligations and Liabilities of the

parties hereunder shall automatically terminate and be of no further force and effect, except to the extent otherwise expressly provided herein.

(b) Either party may otherwise terminate this Agreement by delivering ten (10) days' advance written notice to the other party.

SECTION 2 **ACCESS AND ACTIVITIES.**

2.1 **Notice.** Access to the Licensed Area by Grantee or any Representative thereof, shall be exercisable on at least two (2) Business Days prior notice to Grantor, except in the event of an emergency or where otherwise required by Law.

2.2 **Operations.**

(a) In conducting its Permitted Activities, Grantee and its Representatives shall: (i) use all commercially reasonable efforts to conduct the Permitted Activities so as not to unreasonably interfere with, disrupt or impair the conduct by Grantor of its ordinary business at the Property, and (ii) comply with reasonable procedures and rules established by Grantor to minimize unreasonable interference with such business, except to the extent otherwise required by Law.

(b) In conducting its operations at the Licensed Area, Grantor and its Representatives shall: (i) use all commercially reasonable efforts to conduct such operations, and otherwise use and enjoy its Property, so as not to unreasonably interfere with, disrupt or impair the conduct by Grantee and its Representatives of the Permitted Activities; and permit State agency personnel to observe the Permitted Activities.

2.3 **Maintenance.** Throughout the Term, Grantee, at its sole expense and Liability, shall maintain all monitoring wells and other equipment and personal property installed or located at the Licensed Area by Grantee or any Representative thereof. Furthermore, Grantee shall repair and restore any damage to the Licensed Area, to the extent caused by or resulting from the Permitted Activities or the use by Grantee or its Representatives of the Licensed Area, to a condition similar to that which existed before Grantee's entry on the Licensed Area.

2.4 **Compliance.** Throughout the Term, Grantee shall use, operate and maintain the Licensed Area and conduct the Permitted Activities, in compliance with Laws, reasonable procedures and rules established by Grantor, and the requirements of any insurance carriers insuring the Licensed Area or any interest therein.

2.5 **Liens.** Grantee shall keep the License Area free and clear of any Liens, to the extent resulting from the Permitted Activities, or from the act or omission of Grantee or any Representative thereof. Notwithstanding anything to the contrary set forth above, Grantee, acting in good faith, may contest the validity of any such Lien, at its sole expense and Liability, so long as it defends itself and Grantor against the same, and pays and satisfies any adverse judgment that may be rendered thereon, before any enforcement thereof against Grantor or the Property.

2.6 **Surrender.** On or before the Expiration Date, at its sole expense and Liability, Grantee shall: (a) surrender and return the Licensed Areas to Grantor in "broom clean" condition, at least comparable to the condition as when received; and (b) remove the monitoring wells and all other equipment and personal property installed or located at the Licensed Area by Grantee or any Representative thereof, and repair and restore any and all damage to the Licensed Area resulting therefrom.

SECTION 3 **INDEMNIFICATION AND INSURANCE.**

3.1 **Indemnification.**

(a) Grantee (in such capacity, the "**Indemnifying Party**") shall indemnify, defend and hold Grantor and its Representatives located at the Property (collectively, the "**Indemnified**

Parties") harmless from and against any and all Claims and Liabilities to the extent arising out of the Permitted Activities, or the negligence or willful misconduct of Grantee or any Representative thereof. Any indemnification obligation of Grantee is limited by the terms and conditions of the Settlement Agreement; provided, however, that Grantee's indemnity obligations shall not be so limited to the extent Grantee's Representative has indemnified Grantee for such Claims or Liabilities.

(b) Grantor (in such capacity, the "**Indemnifying Party**") shall indemnify, defend and hold Grantee and its Representatives located at the Licensed Area (collectively, the "**Indemnified Parties**") harmless from and against any and all Claims and Liabilities to the extent arising out of the breach by Grantor of its obligations under this Agreement, or the negligence or willful misconduct of Grantor or any Representative thereof.

(c) Notwithstanding anything to the contrary set forth herein, in no event shall the Indemnifying Parties be liable or responsible to the Indemnified Parties for: (a) consequential damages or lost income, value or profits or punitive or treble damages or penalties of any type or manner, its recourse being solely for direct damages; and (b) any Liabilities to the extent arising from the act or omission of such Indemnified Party.

(d) This Section 3.1 shall survive the Expiration Date.

3.2 **Insurance.** Prior to entering the Licensed Area to conduct Permitted Activities, Grantee, or its appropriate Representatives, shall obtain, and throughout the Term maintain, with a reputable company or companies licensed to do business in the State of Michigan, insurance policies with limits at least equal those shown on Exhibit C annexed hereto and incorporated herein. Grantor and, for policies owned by its Representatives, Grantee shall be named as additional insureds on such insurance policies. All such policies shall be required to provide the insured with a minimum of thirty (30) days' notice of cancellation and endorsed to provide a waiver of subrogation as to Grantor and its appropriate Representatives. Grantee shall obtain and deliver to Grantor certificates of insurance from each of its Representatives and their respective contractors and subcontractors evidencing the coverage required by this Section 3.2 in advance of any access to, or work at, the Licensed Area.

SECTION 4 **DEFINITIONS.** For the purposes of this Agreement, the following terms shall be deemed to be defined as follows:

4.1 "**Business Day**" means any day other than (i) a Saturday, Sunday or federal holiday or (ii) a day on which commercial banks in Saginaw, MI, are authorized or required to be closed for all or any portion of the normal business hours of the day.

4.2 "**Casualty**" means damage or destruction by fire, flood, earthquake, hurricane, tornado, Act of God, or any other cause or means, or taking by eminent domain or agreement in lieu thereof.

4.3 "**Claim**" means any claim, action, cause of action, suit, inquiry, judicial and administrative proceeding, determination, hearing, order, decree, judgment, settlement, grievance, mediation or arbitration.

4.4 "**Effective Date**" means the date and year first written above.

4.5 "**Expiration Date**" means the date on which this Agreement may be terminated in accordance with the terms hereof.

4.6 "**Laws**" means any and all applicable laws, statutes, ordinances, rules, regulations, codes, permits, judgments, administrative or court orders, decrees, injunctions, technical or other standards, policies, determinations, writs, Permits and other requirements of any Governmental Authority, having jurisdiction over the Property, or the use or operation thereof, together with any applicable common law.

4.7 "**Liabilities**" means any and all actual losses, damages, debt, deficiencies, obligations, liabilities, Claims, demands, judgments, awards, interest, fines, penalties or settlements of any nature or kind, including all fees, costs and expenses, whether accrued or unaccrued, known or unknown,

foreseen or unforeseen, asserted or unasserted, liquidated or unliquidated, joint or several, vested or unvested, executory, determined or determinable, secured or unsecured, and due or to become due, and whether or not required to be reflected on a balance sheet prepared in accordance with GAAP; including without limitation, all reasonable fees, disbursements and expenses of attorneys, consultants and other experts arising therefrom or related thereto, and excluding all contingent liabilities.

4.8 "Liens" means, with respect to the Licensed Areas (or any portion thereof, or interest therein) any mortgage, lien (statutory or otherwise), Claim, pledge, charge, option, assessment, levy, easement, covenant, reservation, restriction, right-of-way, exception, limitation, charge, security interest or other encumbrance having the effect of security in respect of such Licensed Areas.

4.9 "Person" means an individual, corporation, partnership, limited liability company, association, trust, unincorporated organization or other entity, including any Governmental Authority.

4.10 "Representatives" means the Affiliates, agents, employees, contractors, representatives, servants, grantees, subgrantees, invitees, customers, officers, directors, members, managers and stakeholders of a Person, and such other Persons over which said Person exerts control.

4.11 "Settlement Agreement" means that certain Environmental Response Trust Consent Decree and Settlement Agreement among the Debtors, the States, the Saint Regis Mohawk Tribe, and EPLET, LLC, (not individually but solely in its representative capacity as Administrative Trustee of the "Environmental Response Trust" established thereby) that established the Trust, notice of which was published in the 75 Fed. Reg. 66390 (Oct. 28, 2010) and a copy of which is available on the Trust's website at http://racertrust.org/About_RACER/Settlement_Agreement.

SECTION 5 **GENERAL TERMS.**

5.1 Governing Law. This Agreement shall be governed by, and construed in accordance with the Laws of the State of Michigan without regard to the rules regarding conflicts of Laws; provided, however, that the Bankruptcy Court shall retain jurisdiction over any and all disputes arising under or otherwise relating to the construction and enforcement of the Bankruptcy Documents, and the transactions consummated thereunder, and as otherwise required under the Confirmation Order. Except to the extent otherwise required by the Settlement Agreement, the parties hereby irrevocably and unconditionally (a) submit to the exclusive jurisdiction of the courts of the State of Michigan or any federal court sitting, and all courts competent to hear appeals there from, for any action, suit or proceeding arising out of or relating to this Agreement (and agree not to commence any such action, suit, or proceeding except in such courts), (b) waive any objection to the laying of venue of any such action, suit or proceeding in any such courts and (c) waive and agree not to plead or claim that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum

5.2 Entire Agreement. This Agreement contains the entire agreement between the parties concerning its subject matter, and supersedes and replaces all prior agreements and understandings with respect to Grantee's access to the License Area. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

5.3 Invalidity. If any paragraph, subparagraph, sentence, clause, phrase, or portion of this Agreement is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Agreement.

5.4 Paragraph Headings. The paragraph headings appearing herein are for the convenience of the parties and are not to be used or construed so as to modify the terms and conditions of this Agreement in any fashion.

5.5 Successors, Assigns, etc. Anything to the contrary notwithstanding, the terms and conditions of this Agreement and the rights and obligations created as a result thereof, shall be binding upon and/or inure to the benefit of the parties hereto and their respective Representatives. Nevertheless, Grantee may not assign this Agreement to any third party.

5.6 Notice.

(a) Any and all notices, requests, approvals or communications permitted or required to be given hereunder, must be in writing and delivered by: (i) hand; (ii) certified mail return receipt requested; or (iii) recognized overnight mail service to the parties at the addresses provided in this Section 5.6, or to any subsequent address(es) reasonably specified by notice given in accordance with this Section 5.6. Additionally, notices may be given by telephone facsimile or electronic mail transmission, provided that an original copy of said transmission shall be delivered to the addressee by nationally utilized overnight delivery services for overnight delivery on the Business Day following such transmission.

(b) Notices to Grantor shall be delivered to:

Mr. Mike Takacs
Wayne Disposal, Inc.
49350 North I-94 Service Drive
Belleville, MI 48111
Fax: (734) 697-9886
E-mail: michael.takacs@eqonline.com

with a copy to:

Jeffrey L. Woolstrum
Honigman Miller Schwartz and Cohn LLP
660 Woodward Ave.
Suite 2290
Detroit, MI
Fax: (313) 465-7613
E-mail: jwoolstrum@honigman.com

(c) Notices to Grantee shall be delivered to:

Grant Trigger, Michigan Cleanup Manager
RACER Trust
2930 Ecorse Road
Ypsilanti, Michigan 48198
Cell: 313-670-6226
E-mail: gtrigger@racertrust.org

With copy to:

Mike Hill, Esq
RACER Trust
2930 Ecorse Road
Ypsilanti, Michigan 48198
Phone: (202)-558-2100
E-mail: mhill@racertrust.org

(d) Any notice made in accordance herewith shall be deemed received when personal, nationally utilized overnight delivery service, or courier delivery is received or refused. Telephone facsimiles and electronic mail shall be deemed delivered on the date of such transmission so long as on a Business Day, during regular business hours, otherwise on the next Business Day. The attorneys for either party may, but shall not be required to, deliver any notice on behalf of its respective client.

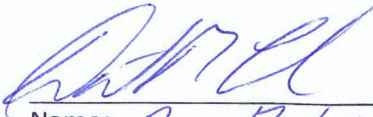
5.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute a fully executed agreement, with the same effect and validity as a single, original agreement signed by all of the parties. Signatures transmitted via facsimile or electronic mail transmission shall have the same validity and effect as original signatures.

[No Further Text; Signatures Follow]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date and year first written above.

GRANTOR:

WAYNE DISPOSAL, INC.,
a Michigan Corporation

By: 
Name: Davis B. Lusk
Title: President

GRANTEE:

**REVITALIZING AUTO COMMUNITIES
ENVIRONMENTAL RESPONSE TRUST,**
a trust formed under the laws of the State of New York

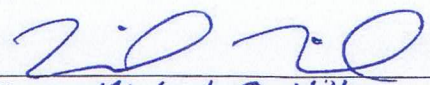
By: 
Name: Michael O. Hill
Title: Chief Operating Officer
& General Counsel

Exhibit A

Legal Description or Depiction of Licensed Area

(See Attached)

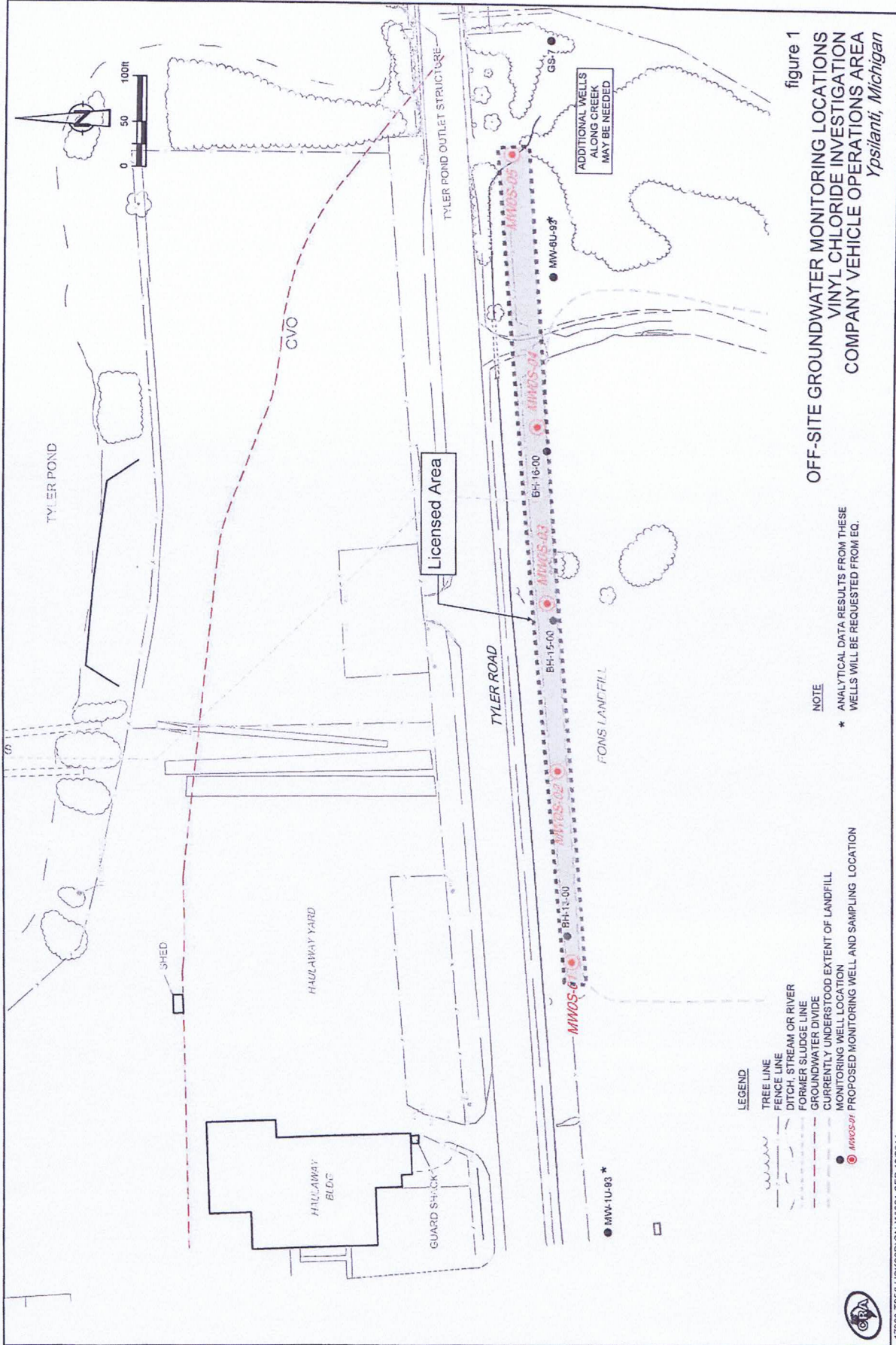


Exhibit B

September 20, 2011 letter from Ms. Beth Landale of CRA to Mr. David Lusk of WDI

(See Attached)



**CONESTOGA-ROVERS
& ASSOCIATES**

Exhibit B to Access Agreement

14496 Sheldon Road, Suite 200, Plymouth, MI 48170
Telephone: (734) 453-5123 Fax: (734) 453-5201
www.CRAworld.com

September 20, 2011

Reference No. 017303

Mr. David Lusk
President
Wayne Disposal, Inc.
36255 Michigan Avenue
Wayne, Michigan 48184

Dear Mr. Lusk:

Re: Revised Vinyl Chloride Investigation
Willow Run Company Vehicle Operations Property
Ypsilanti, Michigan

On behalf of Revitalizing Auto Communities Environmental Response Trust (RACER), Conestoga-Rovers & Associates, Inc. (CRA) has prepared this letter to summarize the environmental investigation activities to be completed on the Fons Landfill property. RACER is conducting an environmental investigation at the Company Vehicle Operations (CVO) Property located at 2901 Tyler Road, Ypsilanti, Michigan (Site). Part of this investigation involves the delineation of groundwater impacts that may be moving beyond the CVO southern property boundary. It is our understanding that the Wayne Disposal, Inc. (WDI) owns/operates the Fons Landfill which is located across Tyler Road to the south of CVO.

The environmental investigation will be completed along the south side of Tyler Road to determine potential migration pathways and concentrations of certain chlorinated volatile organic compounds as more specifically set forth below. CRA's right to access the Fons/Old Wayne Landfill Property will be governed by that certain Access Agreement between WDI and RACER entered into contemporaneously with this letter. CRA acknowledges that it has received a copy of such Access Agreement and agrees to be bound by its terms. CRA's permitted activities at the Fons Landfill property are limited to the following tasks:

- Monitoring well installation and sampling
- Groundwater level monitoring

Monitoring Well Installation and Sampling

A Geoprobe track mounted rig will be used to install five monitoring wells (MWOS-01 through MWOS-05) at approximately 200-foot intervals along the south side of Tyler Road between

Equal
Employment Opportunity
Employer

REGISTERED COMPANY FOR
ISO 9001
ENGINEERING DESIGN

**CONESTOGA-ROVERS
& ASSOCIATES**

September 20, 2011

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Reference No. 17303

McGregor Road and Willow Run Creek. The wells will be installed south of any utilities that run along the south side of Tyler Road and north of the clay berm surrounding the landfill. The monitoring wells will be installed such that the bottom of the ten-foot screen is sunken into the confining clay layer (approximately 20 feet below ground surface (bgs)) and the top of the screen is above the water table. Additional wells may be installed between the northeast portion of Fons Landfill and Willow Run Creek, south of the Tyler Pond dam upon WDI's written authorization. Figure 1 presents the approximate locations of the proposed wells. All locations will need to be field verified.

A private utility contractor and MISSDIG will be used to clear utilities in the area prior to the drilling activities. CRA shall flag each proposed monitoring well location. Prior to drilling at any flagged location, and prior to conducting any other subsurface work, CRA shall contact Mr. Mike Takacs (734-699-6286) in order to evaluate each location using WDI's earthwork clearance procedures to identify potential conflicts with on-site electrical service, leachate conveyance systems, and other landfill-related structures and equipment. No soil samples shall be collected. The new monitoring wells will be surveyed on a later day. Access may be requested for the utility clearance and surveying activities.

The monitoring wells will be developed prior to sampling to remove sediments from the wells. Groundwater samples will be collected from the new wells using a peristaltic pump and submitted for laboratory analysis for trichloroethene, cis-1,2-dichloroethene and vinyl chloride, and no other compounds without written authorization from WDI. Field parameters, including pH, temperature, conductivity, turbidity, oxygen reduction potential and dissolved oxygen will be recorded during development and sampling. Development and sampling will be completed by one field technician using handheld equipment and a CRA truck. Access may be requested periodically to collect groundwater samples.

Groundwater Level Monitoring

Groundwater levels will be obtained from the new wells (MWOS-1 through MWOS-05) and existing Fons landfill wells (PZ-1, PZ-2, PZ-21 through PZ-24, MW-1U-93, MW-6U-93, and MW-6D-93) to determine the groundwater flow conditions. Groundwater level monitoring will be completed by one field technician using handheld equipment and a CRA truck. Access may be requested periodically to collect water levels.



**CONESTOGA-ROVERS
& ASSOCIATES**

September 20, 2011

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Reference No. 17303

We appreciate your assistance and cooperation as we continue to conduct our investigation. Should you have any questions, please do not hesitate to contact Grant Trigger, RACER, at 313-486-2908.

Yours truly,

CONESTOGA-ROVERS & ASSOCIATES

Beth Landale

AB/sp/6/Det. Rev. 2
Encl.

cc: Grant Trigger, RACER
David Favero, RACER

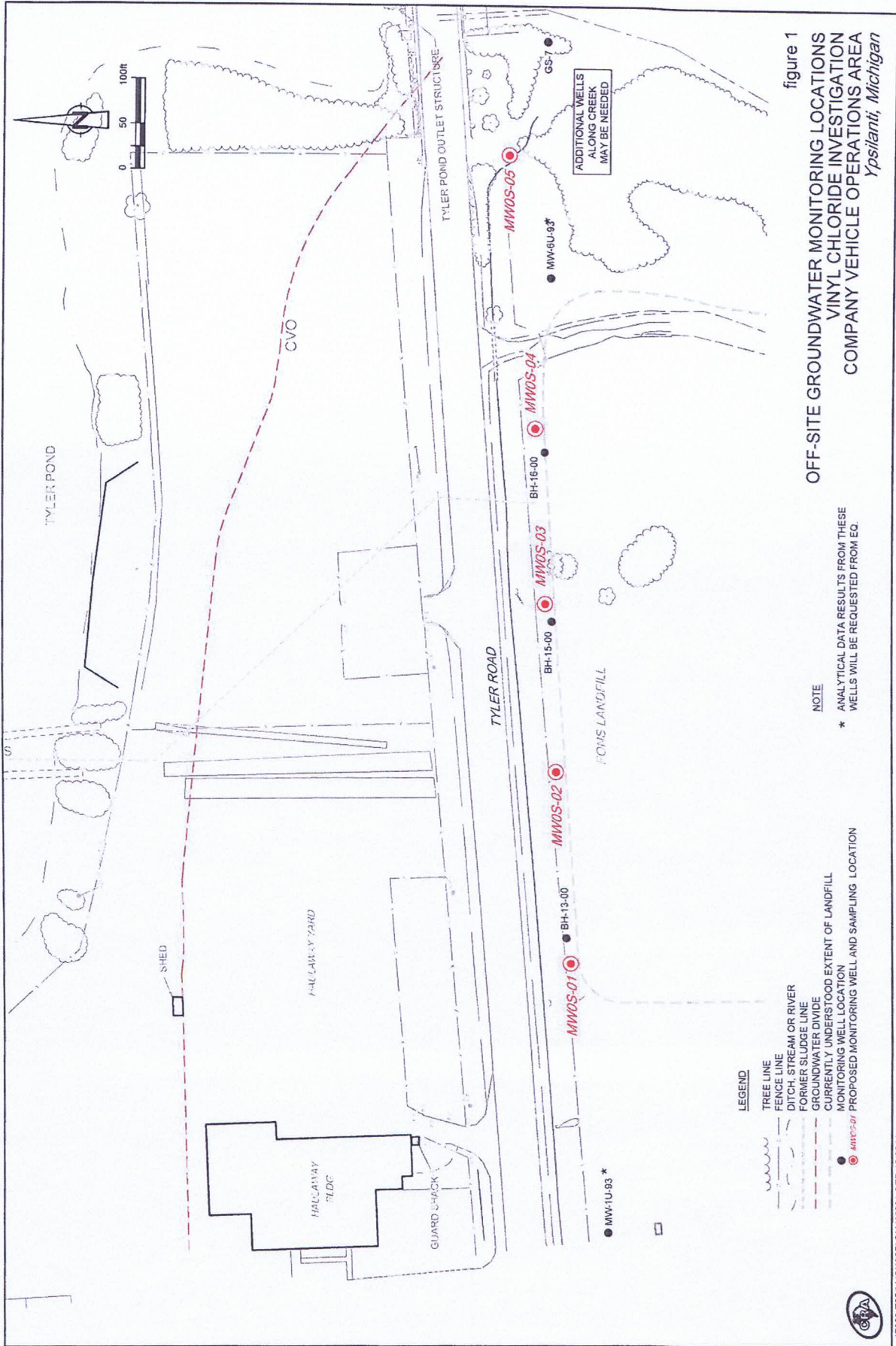


Exhibit C

Minimum Insurance Limits

(See Attached)



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
09/20/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Program Brokerage Corporation 225 Metro Centre Boulevard Warwick, RI 02886	CONTACT NAME: Christine Viswanath 416-597-0555 ext. 494	
	PHONE (A/C, No, Ext): E-MAIL ADDRESS: christine.viswanath@hubinternational.com	FAX (A/C, No):
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Conestoga-Rovers & Associates, Inc. 2055 Niagara Falls Blvd., Suite 3 Niagara Falls, NY 14304	INSURER A: Chartis Specialty Insurance Company 26883	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES
CERTIFICATE NUMBER: 8NQAJ845

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC			12380282 LIMITS IN USD	09/30/2010	09/30/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			12380283 LIMITS IN USD	09/30/2010	09/30/2011	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Pollution/Professional Liability			12456483 LIMITS IN USD	09/30/2010	09/30/2011	Per Occurrence \$ 10,000,000 Aggregate \$ 20,000,000 CovA-Prof Claims Made \$ CovB-Poll Occurrence \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: CRA Ref. No. 017303 RACER Trust. Access to property located on Tyler Road, Ypsilanti Township, County of Washtenaw, Michigan - formerly known as Fons/Old Wayne Landfill

Wayne Disposal, Inc., RACER Trust and Racer Properties LLC are added as Additional Insured(s) to the Commercial General Liability, Umbrella Liability, Pollution Liability policies but only with respect to liability arising out of the operations of the Named Insured.

Waiver of subrogation is granted in favor of Wayne Disposal, Inc. and its appropriate representatives with respect to General Liability, Umbrella Liability and Pollution Liability policies, where required by written contract.

CERTIFICATE HOLDER
CANCELLATION

Wayne Disposal, Inc. Attention: David M. Lusk 36255 Michigan Avenue Wayne, MI 48184	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/20/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER First Niagara Risk Management, Inc 726 Exchange Street Suite 900 Buffalo NY 14210	CONTACT NAME: Sarah Viksjo PHONE (A/C, No, Ext): (716) 819-5500 FAX (A/C, No): (716) 819-5140 E-MAIL ADDRESS: Sarah.Viksjo@fnrm.com PRODUCER CUSTOMER ID #: 00035062
INSURED Conestoga-Rovers & Associates, Inc. 2055 Niagara Falls Blvd Niagara Falls NY 14304	INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Fire Insurance Company NAIC # 19682 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 11-12 WA

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS ☒ \$500 ded collision, \$250 ded comp		01 UEN OH1022	7/1/2011	7/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DEDUCTIBLE RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	01 WE OH1021	7/1/2011	7/1/2012	☒ WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Hired Auto Physical Damage		01 UEN OH1022	7/1/2011	7/1/2012	Max Limit \$50,000 \$500 Ded Coll, \$250 Ded Comp

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CRA Ref. No. 017303 Racer Trust. Access to property located on Tyler Road, Ypsilanti Township, County of Washtenaw, Michigan - formerly known as Fons/Old Wayne Landfill. Wayne Disposal, Inc., RACER Trust and Racer Properties LLC are named additional insured in regards to automobile liability policy when required by written contract. Waiver of Subrogation is granted in favor of Wayne Disposal, Inc. and its appropriate representatives, where required by written

CERTIFICATE HOLDER

CANCELLATION

Wayne Disposal, Inc
Attn: David M. Lusk
36255 Michigan Avenue
Wayne, MI 48184

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph Teresi/SVIKSJ

COMMENTS/REMARKS

contract.