

GUARANTY

THIS GUARANTY (this "Guaranty") is made as of this 3rd day of August, 2011, by WASTE CONNECTIONS, INC., a Delaware corporation ("Guarantor"), in favor of TOWN OF COLONIE, a municipal corporation of the State of New York ("Town").

WHEREAS, Town desires to enter into that certain Solid Waste Facility Operating Agreement, dated as of the date of this Guaranty (the "Agreement") with Capital Region Landfills, Inc., a New York corporation ("Obligor") and a wholly-owned subsidiary of Guarantor, pursuant to which Obligor will provide solid waste disposal services to Town;

WHEREAS, Town will not enter into the Agreement with Obligor without this Guaranty from Guarantor; and

WHEREAS, Guarantor is the direct parent of Obligor and will receive substantial and direct consideration and benefits from the performance contemplated by the Agreement, and Guarantor has agreed to execute and deliver this Guaranty to provide assurance for the performance of Obligor's obligations in connection with the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, and in consideration of other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Guarantor and Town hereby agree as follows:

Section 1. *Guaranty.* To induce Town to enter into the Agreement with Obligor, Guarantor unconditionally guarantees to Town the full and prompt payment of all amounts which Obligor becomes obligated to pay in connection with or arising out of the Agreement as the same shall become due and payable to Town (collectively, the "Payment Obligations"). This is a guaranty of payment and not of collection. All payments by Guarantor will be made in lawful money of the United States of America. Guarantor further unconditionally guarantees Guarantor's full and prompt performance of all of Obligor's obligations and duties unrelated to payment under the Agreement (the "Performance Obligations" and collectively with the Payment Obligations, the "Obligations").

Section 2. *Unconditional and Continuing Obligation.* Guarantor's obligations under this Guaranty are absolute and unconditional and will not be discharged until the date on which the Agreement has terminated or expired and payment or performance in full of all Obligations have been satisfied by or on behalf of Obligor.

Section 3. *Independent Obligation.* In the event of any default by Obligor under the Agreement, Town shall have the right to proceed first and directly against Guarantor under this Guaranty to obtain such monetary, non-monetary, or other relief without first proceeding against Obligor, except as provided in Section 4 below.

Section 4. *Demand and Payment.* Any demand by Town for payment or performance hereunder shall be subject to the following conditions precedent: (a) Town shall

have given written notice of non-payment or non-performance to Obligor and Guarantor pursuant to Section 14 and any applicable cure period in favor of Obligor under the Agreement shall have expired without Obligor having satisfied such Obligation; (b) such written notice shall (i) reference this Guaranty, (ii) identify Obligor, the general nature of the default, and the Obligations to be discharged, and (iii) with respect to any Payment Obligations, set forth payment instructions, including bank name, routing number, and bank account number. There are no other requirements of notice, presentment, or demand. Guarantor shall pay, or cause to be paid, such Payment Obligations and shall perform or cause to be performed all Performance Obligations as demanded no later than the expiration of the Aggregate Cure Period.

Section 5. *No Waiver by Town; Remedies.* No failure on the part of Town to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

Section 6. *Subrogation.* Guarantor shall be subrogated to all rights of Town against Obligor in respect of any amounts paid by Guarantor pursuant to this Guaranty, provided that Guarantor shall not exercise its rights of subrogation against Obligor until all outstanding claims of payment or performance of the Obligations shall have been satisfied in full.

Section 7. *Reservation of Defenses.* Guarantor agrees that it will remain bound upon this Guaranty notwithstanding any defenses which, pursuant to the laws of suretyship, would otherwise relieve a guarantor of its obligations under a guaranty. Guarantor does reserve the right to assert defenses which Obligor may have to payment or performance of any Obligation under the Agreement of applicable law, other than those defenses arising from the bankruptcy or insolvency of Obligor, or those which are otherwise expressly waived in this Guaranty.

Section 8. *Representations and Warranties.* Guarantor represents and warrants as follows:

(a) Guarantor (i) is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its incorporation, (ii) has full corporate power and authority to execute, deliver, and perform this Guaranty, and (iii) has authorized the person executing below so to do on behalf of Guarantor;

(b) The execution, delivery, and performance of this Guaranty do not contravene Guarantor's articles of incorporation or bylaws or any material contract binding Guarantor or its assets;

(c) This Guaranty constitutes the legal, valid, and binding obligation of Guarantor enforceable against Guarantor in accordance with its terms, subject to reorganization, general principles of equity, and other laws of general applicability relating to or affecting Town's rights.

Section 9. *Waiver.* Guarantor expressly waives notice from Town of: (a) its acceptance of and reliance upon this Guaranty; (b) of any extension, renewal, supplementation,

waiver, amendment, or modification to the Agreement; (c) other than the demands required hereunder, any further demand, notice of presentment, notice of default, notice of dishonor, protest with respect to this Guaranty; (d) any requirement that suit first be brought against Obligor; and (e) any right that a judgment be first sought or obtained against Obligor or that Obligor. Guarantor consents to any extensions of time granted to Obligor for the payment or performance of any of the Obligations. No waiver, amendment, release, or modification of this Guaranty shall be established by conduct, custom, or course of dealing, but solely by an instrument in writing duly executed by the parties hereto.

Section 10. *Assignment.* The covenants and agreements contained in this Guaranty by or on behalf of Guarantor shall be binding upon Guarantor and upon its successors, permitted assigns, and legal representatives, and shall be for the benefit of Town and its successors, permitted assigns, and legal representatives. Neither party hereto may assign its rights, interests, or obligations under this Guaranty without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed.

Section 11. *Applicable Law.* This Guaranty will be construed and interpreted in accordance with the laws of the State of New York, excepting any conflict of laws or rules which might require the application of the laws of another jurisdiction.

Section 12. *Severability.* In case any clause, provision or sections of this Guaranty, or any application thereof, is for any reason held to be illegal, invalid or inoperable, such illegality, invalidity or inoperability shall not affect the remainder thereof or any other clause, provision or section of this Guaranty, and each such clause, provision or section shall be deemed to be effective and operative in the manner and to the full extent permitted by law.

Section 13. *Entire Agreement.* This Guaranty is the complete and exclusive statement of the terms of the parties' agreement as set forth herein and supersedes all prior oral or written representations, understandings, and agreements between Guarantor and Town with respect to this Guaranty.

Section 14. *Notices.* Any communication, request, demand and notices of any kind given or required to be given hereunder shall be in writing and given to the parties: (a) via facsimile via their respective facsimile numbers provided below with confirmation of receipt; or (b) via overnight mail or overnight courier at their respective addresses provided below:

If to Guarantor: Waste Connections, Inc.
 Attn: General Counsel
 2295 Iron Point Road, Suite 200
 Folsom, CA 95630
 Facsimile #: (916) 608-8291

If to Town: Town of Colonie
Town Attorney's Office
Memorial Town Hall
534 Loudon Road
Newtonville, New York 12128
Facsimile #: (518) 786-7324

Section 15. Captions; Drafting. The captions in this Guaranty have been inserted for convenience only and shall be given no substantive meaning or significance whatsoever in construing the terms and provisions of this Guaranty. This Guaranty is the result of negotiations between the parties hereto and shall not be construed against any single party as the drafter.

IN WITNESS WHEREOF, this Guaranty has been executed and delivered as of the date first above written.

TOWN OF COLONIE

By: Paula A. Mahan
Name: Paula A. Mahan
Title: Town Supervisor

WASTE CONNECTIONS, INC.

By: James M. Little
Name: James M. Little
Title: Senior Vice President - Engineering and Disposal