



issue, counsel for WM at the First Day Hearings sought, and obtained, a provision in the order specifically requiring the Debtors to notify WM if it is terminating a WM contract for a specific location. The Termination Notice must identify the location where services are sought to be terminated. This provision must also be included in the Final Utility Order.

3. In addition, at the First Day Hearings counsel for WM requested that a provision be included in the Utility Order that should the Debtors fail to timely notify WM of the termination of a WM contract at a specified location, then the Debtors will remain administratively liable for all services provided under the WM contract until WM receives a formal notice that the contract is terminated. This should be axiomatic, but at the First Day Hearing the Debtors declined to include this in the Order and the Court indicated that it would revisit the issue at the Final Hearing on the Utility Motion. This is particularly important, because, absent this requirement, an affirmative burden is placed on WM to prove its administrative claim. This requirement will also ensure that all parties are on notice of all WM administrative liabilities

4. Furthermore, while it is understood that the Debtors are seeking a going concern sale of as many locations as possible, it is likely that some locations will ultimately be subject to a GOB Sale. As is probably obvious, when there is a GOB sale at a location there is frequently a higher quantity of waste requiring disposal and the costs for this service may increase. Consequently, separate and apart from the adequacy of the form of the adequate assurance, the actual sums required to be escrowed or otherwise segregated must be increased for stores undergoing a GOB Sale.

5. WM joins in the Objections of similarly situated utilities as it relates to the adequacy of an unsegregated escrow without a carve-out or other protections and further seeks

the right to a highly expedited hearing should the Debtors fail to timely pay all claims as required pursuant to the WM contracts.

Dated: February 27, 2017

**MONZACK MERSKY McLAUGHLIN  
AND BROWDER, P.A.**

*/s/ Rachel B. Mersky*

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**ATTORNEYS FOR WASTE MANAGEMENT AND  
ITS SUBSIDIARY AND AFFILIATED ENTITIES**

**CERTIFICATE OF SERVICE**

I Rachel B. Mersky, Esquire, hereby certify that I am not less than 18 years of age and that on this 27<sup>th</sup> day of February, 2017, I caused a true and correct copy of the foregoing to be served upon the parties below in the manner indicated. I further certify that all parties were also served electronically on the CM/ECF System.

Under penalty of perjury, I declare the foregoing is true and correct.

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