

**IN THE COURT OF COMMON PLEAS
NORTHAMPTON COUNTY, PENNSYLVANIA**

COMMONWEALTH OF PENNSYLVANIA, :
ex rel. WILLIAMS TOWNSHIP :
Plaintiff, :

v. :

CHRIN BROTHERS, INC., :
Defendant. :

No. C-48 CV 2014-0943

CIVIL ACTION

COPY

CHRIN BROTHERS, INC., :

Plaintiff, :

v. :

WILLIAMS TOWNSHIP, :

Defendant. :

No. C-48 CV 2013-9148

CIVIL ACTION

2015 APR 10 AM 9 36
FILED
CLERK OF COMMON PLEAS
NORTHAMPTON COUNTY, PA

ORDER OF COURT

AND NOW, this 10th day of April 2015, upon consideration of the Joint Motion for Judicial Review and Approval of Settlement Agreement (“Joint Motion”), the Court enters the following Findings:

1. During the April 2, 2015 Court-supervised Settlement Conference before Settlement Master, James Hogan, Plaintiff Chrin Brothers, Inc. (“Chrin”) and Defendant Williams Township (“Township”) (collectively the “Parties”) presented their respective legal positions in good faith to Judge Hogan and Judge Hogan succeeded in assisting the Parties in their efforts to reach an equitable and pragmatic resolution of the litigation.
2. The Affidavits of George Washburn, Chairman of the Board of Supervisors of Defendant Williams Township and Gregory R. Chrin, Vice President of Plaintiff

Chrin Brothers, Inc. demonstrate that the Parties negotiated the Settlement Agreement in good faith, the Settlement Agreement was an arms- length transaction, no undue influence or coercion was applied to either Party by anyone including the Court and Settlement Master, and the Settlement Agreement resolves the litigation to both Chrin and the Township's respective satisfaction.


3. Both Parties reviewed and discussed at length the terms and conditions of the Settlement Agreement with their respective counsel and understand said terms and conditions.
4. Notice of settlement of this litigation was posted on the Township website on April 6, 2015 as an item on the Agenda for discussion at the next regularly scheduled Board of Supervisors Meeting on April 8, 2015. The Agenda for Board of Supervisors Meetings is typically posted on the Township website two days in advance of the Meeting.
5. At the April 8, 2015 Board of Supervisors Meeting, the Township Solicitor made a presentation regarding the Settlement Agreement, the Board of Supervisors discussed it in open meeting and public comments were solicited but no comments were offered regarding the Settlement Agreement. Thereafter, the Board of Supervisors voted to approve the Settlement Agreement by a vote of two in favor and one opposed.
6. The presentations made this day to the Court by counsel for Chrin and counsel for the Township have summarized for the Court the mechanics of the Settlement Agreement.

7. The Board of Supervisors of a Second Class Township is authorized pursuant to the Second Class Township Code to settle litigation on behalf of said Township at a public meeting after soliciting public comment.

Consistent with the foregoing, the Court hereby ORDERS AND DECREES:

- 1) The Joint Motion for Judicial Review and Approval of Settlement Agreement is GRANTED;
- 2) The terms and conditions of the Settlement Agreement are hereby ADOPTED AND APPROVED as an Order of Court;
- 3) The Court of Common Pleas of Northampton County hereby retains venue and jurisdiction on all matters related to this Settlement Agreement;
- 4) Pursuant to Section 5 of the Settlement Agreement, upon joint notice received from the Parties, The Clerk of Courts will be directed to mark this consolidated matter as concluded, terminated, and ended with prejudice; and
- 5) The trial of this litigation set to begin on April 20, 2015 is hereby cancelled.

BY THE COURT:



EMIL GIORDANO, J.

**IN THE COURT OF COMMON PLEAS
NORTHAMPTON COUNTY, PENNSYLVANIA**

COMMONWEALTH OF PENNSYLVANIA, :	:	
ex rel. WILLIAMS TOWNSHIP :	:	
Plaintiff, :	:	
:	:	No. C-48 CV 2014-0943
v. :	:	
:	:	CIVIL ACTION
CHRIN BROTHERS, INC., :	:	
Defendant. :	:	

CHRIN BROTHERS, INC., :	:	
:	:	
Plaintiff, :	:	
:	:	No. C-48 CV 2013-9148
v. :	:	
:	:	CIVIL ACTION
WILLIAMS TOWNSHIP, :	:	
:	:	
Defendant. :	:	

**JOINT MOTION FOR JUDICIAL REVIEW AND APPROVAL
OF SETTLEMENT AGREEMENT**

FILED
2015 APR 10 AM 9 36
COURT OF COMMON PLEAS
NORTHAMPTON COUNTY, PA

Plaintiff Chrin Brothers, Inc. (“Chrin”), and Defendant Williams Township (the “Township”) (collectively, the “Parties”), jointly, by and through the undersigned counsel of each, hereby move this Court to enter an Order approving the Settlement Agreement, and respectfully represents as follows:

1. The Parties agreed to a settlement in principle on April 2, 2015 with the guidance of Settlement Master James Hogan.
2. The Parties entered into a written Settlement Agreement dated April 8, 2015 concluding the litigation and releasing all claims. A true and correct copy of said Settlement Agreement is attached hereto, incorporated herein by reference and marked Exhibit “1”.

3. The Affidavits of George Washburn, Chairman of the Board of Supervisors of Defendant Williams Township and Gregory R. Chrin, Vice President of Plaintiff Chrin Brothers, Inc., attached hereto as Exhibits “2” and “3” demonstrate that the Parties negotiated the Settlement Agreement in good faith, the Settlement Agreement was an arms-length transaction, no undue influence or coercion was applied to either Party by anyone including the Court and Settlement Master, and the Settlement Agreement resolves the litigation to both Chrin and the Township’s respective satisfaction.

4. Both Parties reviewed and discussed at length the terms and conditions of the Settlement Agreement with their respective counsel and understand said terms and conditions. See, Exhibits “2” and “3”.

5. Notice of settlement of this litigation was posted on the Township website on April 6, 2015 as an item on the Agenda for discussion at the next regularly scheduled Board of Supervisors Meeting on April 8, 2015. The Agenda for regularly scheduled Board of Supervisors meetings is typically posted on the Township website two days in advance of said meetings. See, Exhibit “2”.

6. At the April 8, 2015 Board of Supervisors Meeting, the Township Solicitor made a presentation regarding the Settlement Agreement, the Board of Supervisors discussed it in open meeting and public comments were solicited regarding the Settlement Agreement. No Public comment was offered. Thereafter the Board of Supervisors voted to approve the Settlement Agreement by a vote of two in favor and one opposed. See, Exhibit “2”.

7. The Parties desire that this Honorable Court maintain jurisdiction for purposes of enforcement of the Settlement Agreement.

8. The Parties further desire that this Honorable Court approve the Settlement Agreement and adopt the terms and conditions of the Settlement Agreement as an Order of Court.

WHEREFORE, the Parties respectfully request that this Honorable Court adopt the terms and conditions of the Settlement Agreement as an Order of Court and, upon Praeceptum of the Parties pursuant to Section 5 of the Settlement Agreement, permit this matter to be marked concluded, terminated, and ended with prejudice.

Respectfully submitted:



LAND AIR WATER LEGAL SOLUTIONS LLC

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Attorneys for Defendant, Williams Township

DATE: April 10, 2015

**IN THE COURT OF COMMON PLEAS
NORTHAMPTON COUNTY, PENNSYLVANIA**

COMMONWEALTH OF PENNSYLVANIA,	:	
ex rel. WILLIAMS TOWNSHIP	:	
Plaintiff,	:	
	:	No. C-48 CV 2014-0943
v.	:	
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CHRIN BROTHERS, INC.,	:	
Defendant.	:	
CHRIN BROTHERS, INC.,	:	
	:	
Plaintiff,	:	
	:	No. C-48 CV 2013-9148
v.	:	
	:	CIVIL ACTION
WILLIAMS TOWNSHIP,	:	
	:	
Defendant.	:	

EXHIBIT 1

**To Joint Motion for Judicial Review and Approval of Settlement Agreement between
Williams Township and Chrin Brothers, Inc.
Dated April 10, 2015**

Settlement Agreement Dated April 8, 2015

**IN THE COURT OF COMMON PLEAS
NORTHAMPTON COUNTY, PENNSYLVANIA**

COMMONWEALTH OF PENNSYLVANIA,	:	
ex rel. WILLIAMS TOWNSHIP	:	
Plaintiff,	:	No. C-48 CV 2014-0943
v.	:	CIVIL ACTION
CHRIN BROTHERS, INC.,	:	
Defendant.	:	

CHRIN BROTHERS, INC.,	:	
Plaintiff,	:	No. C-48 CV 2013-9148
v.	:	CIVIL ACTION
WILLIAMS TOWNSHIP,	:	
Defendant.	:	

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into this 8th day of April 2015 by and between Chrin Brothers, Inc. (“Chrin”) and Williams Township (the “Township”) (collectively, the “Parties”).

WHEREAS, Chrin is a Pennsylvania corporation, with a business office at 1225 Industrial Drive, Easton, Pennsylvania 18042.

WHEREAS, Williams Township is a Second Class Township under 53 P.S. §§ 65101-68701 whose principal place of business is 655 Cider Press Road, Easton, Pennsylvania 18042.

WHEREAS, The Parties enter into this Agreement pursuant to the Second Class Township Code, 53 P.S. Sec. 65101-68701; the Local Tax Enabling Act, 53 P.S. Sec. 6901-6923; the Municipal Waste Planning, Recycling and Waste Reduction Act, 53 P.S. Sec. 4000.1904; and the laws of the Commonwealth governing townships of the Second Class.

WHEREAS, on August 12, 1982, the Township enacted WILLIAMS TOWNSHIP ORDINANCE NO. 1982-1, entitled “Williams Township Landfill Business Privilege Tax Ordinance, which imposed a three percent (3%) tax upon the gross receipts of sanitary landfill businesses operating within the Township.

WHEREAS, on December 26, 1985, Williams Township enacted WILLIAMS TOWNSHIP ORDINANCE NO. 1985-2, increasing the Williams Township Landfill Business Privilege Tax to four percent (4%). (Ordinances 1982-1 and 1985-2 are collectively referred to herein as the “BPT Ordinances”).

WHEREAS, the Parties executed three different Host Fee Agreements in 1988, 1993 and 1997 which governed the payment of host fees by Chrin to the Township (collectively referred to herein as the “Three Prior Host Agreements”).

WHEREAS On June 24, 2009, the Township’s Board of Supervisors established the Township’s Solid Waste Zoning District (“SWZD”).

WHEREAS on July 29, 2009, the Township and Chrin entered into the 2009 Host Community Agreement, a copy of which is attached hereto and incorporated herein as Exhibit “A” (“2009 HCA”).

WHEREAS, Chrin filed suit on September 12, 2013, Chrin Brothers, Inc. v. Williams Township in Northampton County Court of Common Pleas Docket No. C-48CV2013-9148 alleging several breaches of the 2009 HCA by the Township and seeking a declaratory judgment from the Court that BPT is invalid, unreasonable, excessive and unenforceable.

WHEREAS, Township answered and counterclaimed that Chrin had breached the 2009 HCA, sought declaratory judgment that the 2009 HCA was invalid; the Landfill Business Privilege Tax (“BPT”) and BPT Ordinances were valid; Chrin was liable for the BPT,

retroactively back to 1989 and prospectively; and requested this Court to invalidate the SWZD and all permits and approvals issued to Chrin after the date of the 2009 HCA and direct Chrin to pay the BPT back to 1989 and prospectively.

WHEREAS, Township filed second action, Commonwealth of Pa. ex rel. Williams Township v. Chrin Brothers, Inc., No. C 48 CV 2014-0943, which was consolidated with Docket No. C 48 CV 2013-9148 on February 21, 2014 (collectively, the “Action”) seeking payment of Additional Host Fees as that term is defined in the 2009 HCA and interest in penalties associated therewith.

WHEREAS, the Parties desire to resolve on mutually agreeable terms the Action for the purpose of avoiding the burden, expense, and uncertainty of continued litigation.

WHEREAS, the Township has determined to repeal the BPT and the BPT Ordinances.

WHEREAS, the Township has determined to confirm and abide by the terms of 2009 HCA as modified by this Settlement Agreement.

WHEREAS, Chrin has provided the Township a copy of its application filed with the Commonwealth of Pennsylvania Department of Environmental Protection (“Department”) seeking a Minor Modification to the Solid Waste Permit for Stage 3D and 3E Construction (hereinafter “Minor Permit Modification”), and it is anticipated that the Department will grant such application within the next year.

WHEREAS, Chrin anticipates filing an application with the Department for a Major Modification of the Solid Waste Permit to expand the Landfill as contemplated by the 2009 HCA (“Major Permit Modification”), before the end of calendar year 2015.

AND, NOW THEREFORE, in consideration of the mutual covenants, promises, and undertakings herein contained and for other good and valuable consideration, and intending to be

legally bound, the Parties agree as follows:

Section 1. INCORPORATION

The recitals above are incorporated herein by reference as if fully set forth and form an integral part of this Settlement Agreement. Moreover, to the extent that a term used herein is not specifically defined herein, but is identified by initial capitalization, said term shall have the meaning as defined in the 2009 HCA.

Section 2. PAYMENT

A. Chrin shall make a total payment of One Million-Two-Hundred Thousand dollars (\$1,200,000) to the Township in settlement of the Action pursuant to the following schedule:

1. Five hundred thousand dollars (\$500,000) payable as follows:
 - a. First Payment-- One hundred thousand dollars (\$100,000) payable to the Township within five (5) days after the effective date of an Ordinance adopted by Williams Township that repeals the BPT Ordinance.
 - b. Four (4) payments of one hundred thousand dollars (\$100,000) each, payable monthly to the Township, beginning thirty (30) days after the First Payment in Section 2.A.1.a above.
 - c. In the event of an appeal of the Ordinance repealing the BPT, all remaining payments under Section 2.A.1.b will be suspended pending resolution of said appeal by a court of last resort. Thereafter, Chrin shall make all suspended payments in one lump sum under Section 2.A.1.b. within five (5) days of said resolution.
 - d. The Township shall defend against any challenges to this Settlement Agreement or any appeal of the Ordinance repealing the BPT as well

as any litigation arising there under. Chrin shall participate in such matters as necessary and appropriate or as permitted by the Court.

2. One hundred seventy-five thousand dollars (\$175,000) payable within five (5) days of issuance by the Department of the Minor Permit Modification.

3. One hundred seventy-five thousand dollars (\$175,000) payable within five (5) days of the expiration of the appeal period for the Minor Permit Modification, or if there is an appeal of the Minor Permit Modification, within five days of said appeal being denied by a court of last resort.

4. One hundred seventy-five thousand dollars (\$175,000) payable within five (5) days of the Department's issuance of the Major Permit Modification.

5. One hundred seventy-five thousand dollars (\$175,000) payable within five (5) days of the expiration of the appeal period for the Major Permit Modification, or if there is an appeal of the Major Permit Modification, within five days of said appeal being denied by a court of last resort.

6. Regardless of any challenges to this Settlement Agreement or any appeals of the Ordinance repealing the BPT, the full amount of One Million-Two Hundred Thousand dollars (\$1,200,000) shall be paid to the Township no later than December 31, 2021.

B. All checks shall be made payable to Williams Township.

Section 3. RELEASE

A. MUTUAL RELEASE. Upon the Township's receipt from Chrin of the First Payment pursuant to Section 2.A.1.a. above, the Parties, any and all of their past, present or future employees, officers, directors, affiliates, agents, attorneys, trustees, representatives, joint ventures, partners, subsidiaries, predecessors, successors, parents, and assigns, and any and all

other related persons, entities, associations or corporations, and any of their predecessors, successors, assigns, heirs, executors, and administrators release and forever discharge each other and any and all of their past, present or future employees, officers, directors, affiliates, agents, attorneys, trustees, representatives, joint ventures, partners, subsidiaries, predecessors, successors, parents, and assigns, and any and all other related persons, entities, associations or corporations, and any of their predecessors, successors, assigns, heirs, executors, and administrators, unconditionally, absolutely and forever, release each other from any and all “Claims”, (which are defined herein to mean any and all claims and counterclaims, including actions, causes of action, demands, judgments, counterclaims, debts, expenses, losses, liabilities, requests for declaratory judgment and obligations of any kind and of whatever nature or character, made or brought for the purpose of recovering any damages or for the purpose of obtaining any equitable relief or any relief of any kind), that the Parties ever had, now have or hereafter could assert concerning the matters alleged, Counts pled and demands and prayers for relief that were raised in the Action or that could have been raised in the Action, including without limitation Claims related to the BPT Ordinances, payments due under the BPT Ordinances both retroactively and prospectively, the BPT, the 2009 HCA, the Three Prior Host Agreements, the SWZD, all permits and approvals issued to the Landfill, all assessments of taxes, penalties, fees and interest, and all attorney’s fees and costs, except for the Parties’ continuing obligations under the 2009 HCA and this Settlement Agreement, as well as any future claims which may arise between the Parties.

B. INTENT. It is understood and agreed that this Release shall not be subject to any claim of mistake of fact, that it expresses an unconditional, absolute, full and complete settlement of liability and that this release is intended to avoid all further litigation of any kind

including any administrative proceeding between the Parties for any and all Claims that were raised in the Action or could have been raised in the Action.

C. ADDITIONAL ACKNOWLEDGEMENT OF THE TOWNSHIP AND COLLATERAL ESTOPPEL EFFECT OF THIS SETTLEMENT.

The Township specifically acknowledges and admits that the approval of this Settlement Agreement by this Court shall serve as the equivalent of a judgment against the claims raised in the Action that challenged the validity of the 2009 HCA or any portion thereof. Accordingly, the Township acknowledges it is collaterally estopped from ever challenging the validity of the 2009 HCA.

Section 4. ENFORCEMENT OF SETTLEMENT AGREEMENT

Notwithstanding the terms of the Release in Section 3 above, the Parties acknowledge and consent to the jurisdiction of this Court for purposes of enforcing the terms of this Settlement Agreement, including the terms and conditions of the 2009 HCA which is attached hereto and incorporated herein as Exhibit A. If either Party determines that the other has failed to comply with the terms and conditions of this Settlement Agreement, including the terms and conditions of the 2009 HCA, it shall first provide written notice to the other party of the alleged failure to comply and identify for the other party a reasonable period of time in which to cure such non-compliance. In the event that a party fails to correct the non-compliance within the reasonable period of time so specified (or as may be extended by the Parties through formal communications) the aggrieved party may bring an action before this Court seeking compliance with the terms hereof. The Parties agree that should the Court determine that an incidence of non-compliance has occurred and the non-complying party should have remedied the non-compliance without the need for the aggrieved party to file an action with the Court, the aggrieved party shall be awarded attorney's fees and costs associated with pursuing the

enforcement action.

Section 5. WITHDRAWAL OF ACTION

Upon receipt of the First Payment as described in Section 2.A.1.a., the Parties, by and through their counsel, shall notify the Court that they may mark the Action as settled, discontinued and ended.

Section 6. COOPERATION

A. SUPPLEMENT TO SECTION 6 OF THE 2009 HCA

1. The Parties acknowledge that continued operation of the Landfill and the ability to expand the Landfill as contemplated by the 2009 HCA are fundamental and integral to this Agreement, and that it is in the best interests of both Parties to ensure that all permits and approvals necessary for such continued operation and expansion are promptly obtained.

2. In addition to the Cooperation provisions contained in Section 6 of the 2009 HCA, the Parties agree to the following :

a. The Township, including all Supervisors, officers, employees and representatives acting at the direction or on behalf of the Township, agrees not to oppose any permit application necessary for continued operation of the Landfill, including any proposed expansion of the Landfill as contemplated by the 2009 HCA, provided the permit application, including any corresponding design(s), is: (i) not inconsistent with the Pennsylvania Solid Waste Management Act and implementing regulations (“Condition 1”); (ii) is consistent with all applicable provisions of the Township Zoning Ordinance (“Condition 2”); and (iii) the Landfill is operating in substantial compliance with the Pennsylvania Solid Waste Management Act and implementing regulations (“Condition 3”).

b. The Parties further agree that the Township, including all Supervisors, officers, employees and representatives acting at the direction or on behalf of the Township, may in good faith take lawful action to oppose any permit application necessary for continued operation of the Landfill, including any proposed expansion of the Landfill as contemplated by the 2009 HCA, if, but only if and only to the extent that Chrin does not meet the terms of Conditions 1, 2 or 3, above.

c. The Parties acknowledge that nothing in this Section 6 binds the right of any Township Supervisor, officer, employee or representative from acting exclusively on their own individual behalf. The Parties further acknowledge that any Township Supervisor, officer, employee or representative, while acting exclusively on their own individual behalf, may take any and all actions legally available to oppose any permit application necessary for continued operation of the Landfill, including any proposed expansion of the Landfill as contemplated by the 2009 HCA. However, in taking such action, said Township Supervisor, officer, employee or representative must affirmatively state that such action is being taken in his/her individual capacity and not at the direction or on behalf of the Township.

3. If the Township, including all Supervisors, officers, employees and representatives acting at the direction or on behalf of the Township, in good faith opposes, including by an appeal to or intervention before an agency or court of competent jurisdiction, any permit application necessary for continued operation of the Landfill, including any proposed expansion of the Landfill as contemplated by the 2009 HCA, and is unsuccessful in such

opposition, the Township shall be subject to damages, unless prior to initiating any such opposition, the Township has obtained and provided to Chrin:

a. Where the basis for the opposition is that Chrin has not met the terms of Conditions 1 and/or 3 of Section 6.A.2.a. herein, unqualified, written opinions from both the Township Engineer and an independent professional engineering firm which professional engineering firm has, in the preceding twenty-four (24) months, performed substantive solid waste permitting services on at least one landfill in Pennsylvania, which opinions detail the basis for the conclusion that Chrin has not met the terms of Conditions 1 and/or 3 of Section 6.A.2.a. herein; or

b. Where the basis for the opposition is that Chrin has not met the terms of Condition 2 above, unqualified, written opinions from both the Township Solicitor and a law firm with at least 15 attorneys and experienced in zoning matters, which opinions detail the basis for the conclusion that Chrin has not met the terms of Condition 2 of Section 6.A.2.a. herein.

c. Chrin shall not be entitled to withhold payment pursuant to Section 6.E of the 2009 HCA if the Township has provided Chrin the written opinions identified in Section 6.A 3.a or Section 6.A.3.b above.

4. The Parties acknowledge that nothing in this Section waives any rights the Township may have to request the Department to conduct a public hearing on any solid waste major permit modification applications necessary for continued operation of the Landfill, including any proposed expansion of the Landfill as contemplated by the 2009 HCA, or to offer to the Department during the application review period any non-duplicative engineering design

comments on the application, any non-duplicative comments on the compliance history of Chrin regarding the operation of the Landfill, and/or any non-duplicative comments relating to a release or a significant threat of a release of hazardous substances to the environment by Chrin at or from the Landfill in violation of Department rules and regulations. The Parties further acknowledge that this Section 6 does not waive any rights the Township may have to offer to the Williams Township Zoning Hearing Board any engineering design comments on any application necessary for continued operation of the Landfill, including any proposed expansion as contemplated by the 2009 HCA, regarding whether said application conforms to the Township Zoning Ordinance, over which the Williams Township Zoning Hearing Board has jurisdiction.

a. In all circumstances, no later than five (5) days prior to submitting comments or the expiration of a Department comment period, whichever is earlier, the Township shall provide to Chrin copies of all of its comments (including those of its staff, consultants and attorneys) that the Township has prepared for submittal to the Department.

Section 7. EFFECTIVE DATE AND TERM OF AGREEMENT

This Settlement Agreement is effective as of the date this Settlement Agreement is filed with and approved by Order of the Northampton County Court of Common Pleas in Docket No. C-48-CV-2013-9148 and No. C 48 CV 2014-0943. The Parties shall submit to the continuing jurisdiction of the Northampton County Court of Common Pleas to effectuate the terms of this Settlement Agreement, including the terms and conditions of the 2009 HCA.

Section 8. REPRESENTATIONS AND WARRANTIES

A. Chrin represents that this Settlement Agreement is the legal, valid and binding obligation against Chrin, enforceable against Chrin in accordance with its terms. Further represents that the persons executing this Settlement Agreement on its behalf is duly authorized to do so.

B. Williams Township represents that this Settlement Agreement is the legal, valid and binding obligation of the Township, enforceable against the Township in accordance with its terms. The Township further represents that the person executing this Settlement Agreement on its behalf is duly authorized to do so.

Section 9. GOVERNING LAW

All terms and provisions of this Settlement Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania.

Section 10. SEVERABILITY

If any provision of this Settlement Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Settlement Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

Section 11. BINDING EFFECT

This Settlement Agreement shall be binding upon and inure to the benefit of the Parties, their successors, including with respect to the Township, any successor future Boards of Supervisors, and assigns to maximum extent allowable by the laws of this Commonwealth.

Section 12. MODIFICATION

The Parties hereby agree that this document contains the entire agreement between the Parties and this Settlement Agreement shall not be modified, changed, altered or amended in any

way except through a written amendment signed by all of the Parties hereto and submitted to the Court for approval.

Section 13. ATTORNEYS' FEES

The Parties agree to bear their respective attorney fees, expenses, and other costs in the litigation and settlement of the Action.

Section 14. INTERPRETATION

The 2009 HCA is hereby confirmed and remains in full force and effect except as specifically modified by this Settlement Agreement. If there is any conflict in the interpretation of the 2009 HCA and this Settlement Agreement, the terms and conditions of this Settlement Agreement shall control.

IN WITNESS WHEREOF, the Parties hereto have caused this Settlement Agreement to be executed by their duly authorized representatives.


FOR THE TOWNSHIP

FOR CHRIN BROTHERS, INC.

BY: 
George Washburn, Supervisor

BY: 
Gregory R. Chrin, Vice President

BY: 
Vincent Foglia, Supervisor

BY: 
Raymond Abert, Supervisor

**IN THE COURT OF COMMON PLEAS
NORTHAMPTON COUNTY, PENNSYLVANIA**

COMMONWEALTH OF PENNSYLVANIA,	:	
ex rel. WILLIAMS TOWNSHIP	:	
Plaintiff,	:	
	:	No. C-48 CV 2014-0943
v.	:	
	:	CIVIL ACTION
CHRIN BROTHERS, INC.,	:	
Defendant.	:	

CHRIN BROTHERS, INC.,	:	
	:	
Plaintiff,	:	
	:	No. C-48 CV 2013-9148
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WILLIAMS TOWNSHIP,	:	
	:	
Defendant.	:	

EXHIBIT A

**To Settlement Agreement between Williams Township and Chrin Brothers, Inc.
dated April 8, 2015**

**The 2009 Host Community Agreement Between Chrin Brothers, Inc. and Williams
Township To Settlement Agreement between Williams Township and Chrin Brothers, Inc.
dated July 29, 2009**

HOST COMMUNITY AGREEMENT

This Host Community Agreement (this "Agreement") is made this 29 day of July 2009 by and between Williams Township and Chrin Brothers, Inc. (the "Parties").

WHEREAS, Chrin Brothers, Inc. ("Chrin") is a Pennsylvania Corporation, with its principal place of business located at 635 Industrial Drive, Easton, Pennsylvania 18042;

WHEREAS, Williams Township ("Township") is a Township of the Second Class, located in the County of Northampton, in the Commonwealth of Pennsylvania, with its principal place of business located at 655 Cider Press Road, Easton, Pennsylvania 18042;

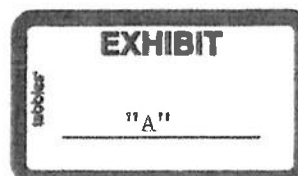
WHEREAS, Chrin is the owner of the Chrin Brothers Sanitary Landfill ("Landfill"), a municipal waste disposal facility located south of Industrial Drive between Morvale Road and Morgan Hill Road within Williams Township, Northampton County, Pennsylvania;

WHEREAS, Chrin operates the Landfill pursuant to Solid Waste Management Permit No. 100022-A032 ("Solid Waste Permit") issued by the Pennsylvania Department of Environmental Protection ("Department"), and pursuant to the provisions of the Pennsylvania Solid Waste Management Act, 35 P.S. § 6018.101, et seq., and implementing regulations, 25 Pa. Code § 271.1, et seq.;

WHEREAS, the initial term of the Solid Waste Permit expires on January 6, 2010. In July 2008, Chrin filed an application with the Pennsylvania Department of Environmental Protection for renewal of the Solid Waste Permit ("Renewal Application");

WHEREAS, Chrin owns certain properties in close proximity to the Landfill and within Williams Township;

WHEREAS, the Township wishes to acquire in fee simple certain property owned by Chrin to develop as a recreational park, and to acquire conservation easements on certain other properties contiguous to the Landfill owned by Chrin in order to preserve open space;



WHEREAS, Chrin desires to pursue expansion of the limits of the Landfill onto certain of the properties it owns contiguous to the Landfill, as depicted on the plan entitled "Existing and Proposed Permit Area," dated July 2, 2009, prepared by Civil & Environmental Consultants, Inc. (hereinafter "Expansion Plan"), incorporated herein as Attachment "1." The properties that are the subject of this Agreement are identified by the Uniform Tax Parcel Identification Numbers set forth in the Parcel Index, incorporated herein as Attachment "2";

WHEREAS, all of the properties upon which Chrin seeks to expand the Landfill are located in the Solid Waste Zoning District, Ordinance(s), 2009-1, 2009-2 and 2009-3 pursuant to the Williams Township Zoning Ordinance;

WHEREAS, certain residents of Williams Township filed a Complaint in the Court of Common Pleas for the County of Northampton against the Treasurer of Williams Township seeking a writ of mandamus compelling the Treasurer to collect a Landfill Business Privilege Tax on the gross receipts of the Landfill for the period from January 1, 1989 through December 31, 2009 and henceforth, pursuant to Williams Township Ordinance Nos. 1982-1 and 1985-2 ("BPT Litigation");

WHEREAS, Williams Township and Chrin executed Host Municipal Fee Agreements in 1989, 1992 and 1997 which provide, *inter alia*, that Chrin would pay a host municipality benefit fee, as specified in each Host Municipal Fee Agreement, in lieu of a Landfill Business Privilege Tax;

WHEREAS, Williams Township filed Preliminary Objections to the Complaint in the BPT Litigation based on, *inter alia*, those provisions of the 1989, 1992 and 1997 Host Municipal Fee Agreements that provide for Chrin to pay a host municipality benefit fee in lieu of a Landfill Business Privilege Tax and further asserted that Chrin was an indispensable party in the BPT litigation;

WHEREAS, Plaintiffs in the BPT litigation amended their complaint and named Chrin as an additional defendant;

WHEREAS, Chrin filed preliminary objections to the amended complaint on the grounds that plaintiffs failed to state a claim in mandamus and lacked standing;

WHEREAS, the Parties have negotiated a variety of host municipal benefits tied to the execution of this Agreement and to the issuance of a Solid Waste Permit amendment authorizing the proposed expansion of the Landfill;

WHEREAS, Chrin and the Township enter into this Host Community Agreement pursuant to the Second Class Township Code, 53 P.S. §§ 65101-68701; the Municipal Waste Planning, Recycling and Waste Reduction Act, 53 P.S. §§ 4000.101-4000.1904 ("Act 101") and the laws of the Commonwealth governing townships of the Second Class.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

Section 1. INCORPORATION

The "Whereas" clauses above are incorporated herein by reference as if fully set forth and form an integral part of this Agreement.

Section 2. HOST FEES

- A. The Parties acknowledge and agree that Chrin currently pays to the Township a host municipality benefit fee of one dollar (\$1.00) per ton for all solid waste received for disposal at the Landfill, which is the statutorily mandated one dollar (\$1.00) fee pursuant to Section 1301 of Act 101, 53 P.S. § 1301 ("Host Fee").
- B. Upon the Effective Date of this Agreement, Chrin shall commence payment to the Township of an additional fee of two dollars (\$2.00) per ton ("Additional Host Fee"), thereby increasing the total host fee to three dollars (\$3.00) per ton ("Total Host Fee").
- C. Subject to Sections 2.F. and 2.G. below, upon issuance of the final, unappealable amendment of the Solid Waste Permit authorizing the proposed expansion of the Landfill to the east of the current disposal area (hereinafter, the "Solid Waste Permit Date"), the Additional Host Fee shall increase by one dollar (\$1.00) per ton thereafter, thereby increasing the Additional Host Fee to three dollars (\$3.00) per ton, and the Total Host Fee to four dollars (\$4.00) per ton.
- D. Subject to Sections 2.F. and 2.G. below, any Additional Host Fee shall be increased (and thereby the Total Host Fee shall be increased) by the annual

increase in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index for all Urban Consumers in the Philadelphia-Wilmington-Atlantic City, PA-NJ-DE-MD Regional Area ("CPI-U"), beginning with the first January 1st to occur three (3) years after the Solid Waste Permit Date, and then continuing each year until the Landfill reaches capacity or is permanently closed.

- E. In the event that the currently mandated Act 101 host municipality benefit fee of one dollar (\$1.00) per ton pursuant to 53 P.S. §§ 1301, or any valid governmental (federal, state or county) mandated fee imposed upon Chrin or the Landfill for the benefit of the Township, separately or combined, increases, and provided such fee is applicable to landfills generally, then the Host Fee shall be increased commensurate with such additionally mandated fee, without adjustment to any applicable Additional Host Fee payable hereunder. In the event that such Act 101 host municipality benefit fee or other such mandated fees are subsequently reduced, then the Host Fees payable under this Agreement will be reduced commensurately, but not any applicable Additional Host Fee.
- F. In the event of an appeal of or challenge to the enactment of the Solid Waste Zoning District, or from a favorable decision granted to Chrin regarding a waste related use by right requested for the expansion of the Landfill contemplated by this Agreement, the Additional Host Fee will remain at the rate otherwise applicable, unless and until a decision is rendered by a court adverse to the interests of Chrin, at which point the Additional Host Fee shall be reduced to one dollar (\$1.00) per ton; provided that, if such adverse decision is later overturned, Chrin shall resume payment of the Additional Host Fee at the rate otherwise applicable beginning with the first day of the next calendar quarter following the date Chrin is granted authorization for such use by right.
- G. Provided that the Township has otherwise fully complied with this Agreement, in the event of either of the following: (1) a denial by the Pennsylvania Department of Environmental Protection or by any other state or local governmental authority of any permit, license, authorization or approval necessary to expand the Landfill as contemplated by this Agreement, or (2) a decision adverse to the interests of Chrin rendered by a court of last resort regarding the Solid Waste Zoning District or the Solid Waste Permit to expand the Landfill, or any other legal challenge or Township action that has the effect of preventing, restricting or frustrating expansion of the Landfill as contemplated by this

Agreement, then, the Total Host Fee shall be fixed for the remaining permitted life of the Landfill at two dollars (\$2.00) per ton, comprised of the Host Fee of one dollar (\$1.00) per ton plus an Additional Host Fee of one dollar (\$1.00) per ton.

G.1 In the event of a voluntary decision by Chrin not to pursue the Solid Waste Permit amendment to expand the Landfill at any time after the Effective Date of this Agreement (which voluntary decision shall not be related to the transfer of title to the subject premises), then, the Total Host Fee shall be fixed for the remaining permitted life of the Landfill at three dollars (\$3.00) per ton, comprised of the Host Fee of one dollar (\$1.00) per ton plus the Additional Host Fee of two dollars (\$2.00) per ton provided for in Section 2.B. above. Beginning on the first January 1st to occur three (3) years after a voluntary decision by Chrin not to pursue the Solid Waste Permit amendment to expand the Landfill the Additional Host Fees provided for in this Section 2.G.1 shall be increased annually in the manner set forth in Section 2.D.

- H. The Host Fee and the Additional Host Fee pursuant to this Agreement will be applicable for all solid waste received for disposal at the Landfill, regardless of the origin of such waste, and shall not be applicable to alternate daily cover, recycled, reclaimed or reused materials or to facility construction or beneficial use materials. The Host Fee shall be paid on or before the 15th day of April, July, October and January for the three (3) months ending the last day of March, June, September and December. The Additional Host Fee shall be paid monthly on or before the 10th day of the month based on the amount of waste received for disposal during each preceding month.
- I. In the event that Chrin receives approval to construct or operate a solid waste transfer station on property within the Solid Waste Zoning District, Chrin shall pay to the Township a fee of one dollar (\$1.00) per ton of solid waste received at the transfer station and transferred to an offsite facility for disposal ("Transfer Station Fee"). The Transfer Station Fee shall not apply to recycled, reclaimed or otherwise reused materials. The Transfer Station Fee shall increase annually by the annual increase in the CPI-U beginning on January 1st three (3) years after issuance of a final, unappealable solid waste permit authorizing the proposed Transfer Station. The Transfer Station Fee shall be paid to the Township at all times while a Transfer Station Facility is operating upon the subject properties. The Host Fee, the Additional Host Fee and the Total Host Fee

shall not be applicable to any solid waste subject to the Transfer Station Fee, nor to any material that is recycled, reclaimed or otherwise reused.

- J. Provided that this Agreement remains valid and in force and further provided that Chrin is paying an Additional Host Fee in accordance with the provisions hereof, the Township shall not impose, establish or enforce any tax, fee or charge on Chrin involving the Landfill or Transfer Station or involving operations related to the Landfill or Transfer Station, other than the fees set forth in Section 2.

- K. If the Court of Common Pleas of Northampton County or any appellate court issues a writ of mandamus or other relief in the BPT Litigation compelling the Treasurer of Williams Township to collect from Chrin the Landfill Business Privilege Tax retroactively, or otherwise enters judgment against Chrin for amounts owing under Ordinance 1982-1 or Ordinance 1985-2, the amount paid by Chrin as a result of or in satisfaction of said judgment, including any interest, penalties, fines and costs of collection, shall be credited toward and shall satisfy the Total Host Fees owed to the Township pursuant to this Agreement, until the aggregate amount of the Total Host Fees owed by Chrin pursuant to this Agreement equals the amount Chrin has paid as a result of or in satisfaction of said judgment in the BPT Litigation.

Section 3. WALTMAN TRACT

- A. Chrin owns a 45.07 acre parcel, Northampton County Uniform Tax Parcel Identification Number M9-16-21, and located to the south of the Landfill, commonly known as the "Waltman Tract." Upon the Effective Date, Chrin covenants not to develop approximately 39.3 acres of the Waltman Tract, the 39.3 acre portion subject to such covenant being shaded green on the Expansion Plan. Notwithstanding the foregoing, such covenant shall automatically terminate and be null and void in the event of either of the following: (1) a decision adverse to the interests of Chrin rendered by a court of last resort regarding the Solid Waste Zoning District or the Solid Waste Permit to expand the Landfill, or any other legal challenge or Township action that has the effect of preventing, restricting or frustrating expansion of the Landfill as contemplated by this Agreement; or (2) a denial by the Pennsylvania Department of Environmental Protection or by any other state or local governmental authority of any permit, license, authorization or

approval necessary to expand the Landfill as contemplated by this Agreement.

- B. Upon the Solid Waste Permit Date, except as provided in Section 3.A.(1) above, Chrin shall place a conservation easement on the 39.3 acre portion of the Waltman Tract described in paragraph 3.A above, substantially in the form provided at Attachment "3". Within ninety (90) days of the Effective Date, the conservation easement and related documents shall be placed into a Deed Escrow, the form of agreement for which shall be approved by both Parties, and such approvals shall not be unreasonably withheld.

Section 4. WOTTRINGS MILL PARCEL

- A. Upon the Effective Date, Chrin covenants to develop a sports recreational complex upon an approximate 10.2 acre portion of the Wottrings Mill Parcel, Northampton County Uniform Tax Parcel Identification Number M9-22-10A, being approximately 48.9 acres, owned by Chrin and located to the southwest of the Landfill between Berger Road and Wottrings Mill Road, as depicted on the Expansion Plan. The sports recreational complex, consisting of a PIAA regulation soccer field and a regulation Little League baseball field, with associated parking and access to public roadways (the "Complex") shall be designed and constructed by Chrin subject to review and approval of the Township. Construction of the Complex shall be completed within two (2) years of receipt of all required permits and approvals, and thereafter, leased to the Township for one dollar (\$1.00) per year. Under such lease, the Township shall assume all liability for use and occupancy of the Complex, shall obtain and maintain adequate comprehensive liability insurance on the property, and shall indemnify Chrin from any loss or claim occurring during the term of the lease. Notwithstanding the foregoing, such covenant shall automatically terminate and be null and void in the event of either of the following: (1) a decision adverse to the interests of Chrin rendered by a court of last resort regarding the Solid Waste Zoning District or the Solid Waste Permit to expand the Landfill, or any other legal challenge or Township action that has the effect of preventing, restricting or frustrating expansion of the Landfill as contemplated by this Agreement; or (2) a denial by the Pennsylvania Department of Environmental Protection or by any other state or local governmental authority of any permit, license, authorization or approval necessary to expand the Landfill as contemplated by this Agreement.

- B. Within 90 days of the Solid Waste Permit Date, except as provided in Section 4.A.(1) above, Chrin shall seek subdivision approval to establish the Complex portion as a separate parcel from the Wottrings Mill lot, and following such approval, Chrin shall convey and the Township shall accept conveyance of the Complex by a fee simple or quit claim deed from Chrin to the Township for one dollar (\$1.00) as good and valuable consideration. In connection with such conveyance, the Parties shall place a deed restriction on the use of the property, to restrict in perpetuity the use of the Complex parcel to public recreation and open space. Chrin and the Township shall execute such documents as necessary and appropriate to establish both Parties as overseers of this deed restriction on use of the Complex, each with equal authorization to enforce such restrictions on future development of the parcel. Chrin and the Township shall each be designated as a co-holder and a beneficiary of the deed restriction on use of the Complex. The form of the deed restriction on use shall be approved by both Parties, and such approvals shall not be unreasonably withheld.
- C. Chrin and the Township agree to promptly and diligently cooperate with respect to any and all issues, including providing assistance in obtaining any state and local permits and approvals, relating to the development, subdivision and construction of the Complex and the conveyance to the Township, consistent with this Agreement.
- D. Upon the Effective Date of this Agreement, Chrin covenants not to develop approximately 37.45 acres of the Wottrings Mill parcel, as depicted on the Expansion Plan, and shall limit use of that portion to hunting, crop farming and agricultural purposes, specifically excluding erection of greenhouses, concentrated animal feed operations (CAFO's) and structures used for large scale commercial agricultural operations. Notwithstanding the foregoing, such covenant shall automatically terminate and be null and void in the event of either of the following: (1) a decision adverse to the interests of Chrin rendered by a court of last resort regarding the Solid Waste Zoning District or the Solid Waste Permit to expand the Landfill, or any other legal challenge or Township action that has the effect of preventing, restricting or frustrating expansion of the Landfill as contemplated by this Agreement; or (2) a denial by the Pennsylvania Department of Environmental Protection or by any other state or local governmental authority of any permit, license, authorization or approval necessary to expand the Landfill as contemplated by this Agreement.

- E. Upon the Solid Waste Permit Date, except as provided in Section 4.D.(1) above, Chrin shall place a conservation easement on the 37.45 acre portion of the Wottrings Mill parcel, substantially in the form provided at Attachment "4". Within ninety (90) days of the Effective Date, the conservation easement and related documents shall be placed into a Deed Escrow, the form of agreement for which shall be approved by both Parties, and such approvals shall not be unreasonably withheld.
- F. If either of the covenants established pursuant to Section 4.A. or 4.D. above, or the conservation easement established by Section 4.E. above, is terminated and deemed null and void pursuant to Section 4.D.(1) of this Agreement, then the Complex parcel shall be conveyed back to Chrin, if already transferred to the Township.

Section 5. CHRIN COVENANTS

- A. Chrin Lots 9, 10 and 11, also known as Northampton County Uniform Tax Parcel Identification Numbers M9-16-44, M9-16-44A and M9-16-44B, respectively, which parcels are owned by Chrin and located on Morvale Road, shall be designated as the "Restricted Support Properties", as shown on the attached Expansion Plan. Chrin agrees not to use the Restricted Support Properties for soil borrow, leachate storage or gas management facilities, nor shall Chrin relocate the main Landfill entrance onto the Restricted Support Properties. Upon the Solid Waste Permit Date, Chrin shall place deed restrictions on the Restricted Support Properties restricting in perpetuity these properties from use for soil borrow, leachate storage or gas management facilities and prohibiting the relocation of the main Landfill entrance onto the Restricted Support Properties. Within ninety (90) days of the Effective Date, Chrin shall execute said deed restrictions. Chrin and the Township shall each be designated as a co-holder and beneficiary of said deed restrictions. Upon execution, said deed restrictions shall be placed into a Deed Escrow, the form of agreement for which shall be approved by both Parties, and such approvals shall not be unreasonably withheld.
- B. Chrin agrees to maintain a 200 feet setback distance from Lots A through G, also known as Northampton County Uniform Tax Parcel Identification Numbers M9-16-21A, M9NE3-2-1, M9NE3-2-5C, M9NE3-1-1, M9NE3-1-2, M9NE3-3-1 and M9NE3-3-2 (hereinafter "Lots A through G"), as shown on the attached Expansion Plan as "Non-Waivable 200' Setback Property," that cannot be waived by the landowners of Lots A through G. Upon

the Solid Waste Permit Date, Chrin shall place a deed restriction on Chrin Lot 8 (Southern Parcel), also known as Northampton County Uniform Tax Parcel Identification Number M9-16-50A-2 requiring the 200 feet setback distance from Lots A through G. Within ninety (90) days of the Effective Date, Chrin shall execute said deed restriction. Chrin and the Township shall each be designated as a co- holder and beneficiary of said deed restriction. Upon execution, the deed restriction shall be placed into a Deed Escrow, the form of agreement for which shall be approved by both Parties, and such approvals shall not be unreasonably withheld.

- C. Chrin agrees to maintain a 200 feet setback distance from Lots H and I, also known as Northampton County Uniform Tax Parcel Identification Numbers M9-16-18A and M9-16-16 (hereinafter "Lots H and I"), as shown on the attached Expansion Plan as "Waivable 200' Setback Property," unless the current landowner(s) of Lots H and I knowingly grant(s) a waiver of such setback distance. Upon the Solid Waste Permit Date, Chrin shall place a deed restriction on Chrin Lot 8, also known as Northampton County Uniform Tax Parcel Identification Numbers M9-16-50A-2B (Northern Parcel) and M9-16-50A-2(Southern Parcel) requiring the 200 feet setback distance from Lots H and I, subject to waiver from the current landowners of Lots H and I. Within ninety (90) days of the Effective Date, Chrin shall execute said deed restriction. Chrin and the Township shall each be designated as a co-holder and beneficiary of said deed restriction. Upon execution, the deed restriction shall be placed into a Deed Escrow, the form of agreement for which shall be approved by both Parties, and such approvals shall not be unreasonably withheld. For the purpose of this paragraph, the current landowner is the owner of the lot at the time of granting the waiver.
- D. Chrin Lot 1 is identified as Northampton County Uniform Tax Parcel Identification Number M9-16-46, a parcel owned by Chrin and containing the western limits of the Existing Landfill Permit Boundary. Chrin agrees that the landfill disposal limits within Chrin Lot 1 shall not extend beyond the current location of Road 2007 as shown on the attached Expansion Plan. The area within Chrin Lot 1 beyond Road 2007 and up to the existing fence line, as shown on the attached Expansion Plan, may be used for landfill support facilities. Upon the Solid Waste Permit Date, Chrin shall place a deed restriction imposing limitations on disposal limits and landfill support facilities as described herein, on those areas of Chrin Lot 1 described herein and as shown on the Expansion Plan. Within ninety (90) days of the

Effective Date, Chrin shall execute said deed restriction. Chrin and the Township shall each be designated as co-holders and beneficiaries of said deed restriction. Upon execution, the deed restriction shall be placed in a Deed Escrow.

- E. Chrin agrees to provide screening and landscaping along Industrial Drive as required in any applicable zoning or subdivision and land development ordinance then in effect and shall submit a Screening and Landscaping Plan to the Township for approval prior to beginning any work. For sections of the Screening and Landscape Plan adjacent to currently permitted areas along Industrial Drive, Chrin shall install and maintain such screening at the time of construction of the new berms, including mechanically stabilized earth ("MSE") berms, as authorized by the Department. For sections of the Screening and Landscape Plan adjacent to new permit areas associated with an expansion of the Landfill to the east of the current disposal area, Chrin shall install and maintain such screening at the time of construction of the new berms, including mechanically stabilized earth ("MSE") berms, as authorized by the Department pursuant to such expansion.
- F. Notwithstanding any provision to the contrary, and provided the Township has otherwise fully complied with this Agreement, in the event of a voluntary decision by Chrin not to pursue the Solid Waste Permit amendment to expand the Landfill at any time after the Effective Date, Chrin shall proceed with the development, subdivision and conveyance of the Complex to the Township as provided in Section 4.B. of this Agreement and the placement of the deed restrictions on use of the 39.3 acre portion of the Waltman tract described in Section 3.A above, the Complex and the 37.45 acre portion of the Wottrings Mill parcel described in Section 4.D above, as provided in Sections 3.B., 4.B. and 4.E. of this Agreement.
- G. Chrin agrees to indemnify the Township from and against any claim, challenge, suit or action filed by third parties against the Township arising out of or relating to, directly or indirectly, this Agreement, including payment of all costs, attorney fees and related expenses, up to a total amount of seventy-five thousand (\$75,000) dollars, but not to exceed fifty thousand (\$50,000) dollars in any calendar year. In addition to payment of such costs, Chrin agrees that it will intervene or otherwise join in any such litigation and will participate with and assist the Township to the maximum extent possible in the defense of any such claim, challenge, suit or action.

H. Notwithstanding any provision to the contrary, the covenants in paragraphs 5.A. through 5.E. shall automatically terminate and be null and void in the event of either of the following: (1) a decision adverse to the interests of Chrin rendered by a court of last resort regarding the Solid Waste Zoning District or the Solid Waste Permit to expand the Landfill, or any other legal challenge or Township action that has the effect of preventing, restricting or frustrating expansion of the Landfill as contemplated by this Agreement; or (2) a denial by the Pennsylvania Department of Environmental Protection or by any other state or local governmental authority of any permit, license, authorization or approval necessary to expand the Landfill as contemplated by this Agreement.

Section 6. COOPERATION

- A. The Township and Chrin shall form a Joint Landfill Committee ("Landfill Committee") to monitor the operation of the Landfill and to encourage effective communication and cooperation between the Parties to this Agreement. The Landfill Committee shall consist of two (2) representatives of the Township — e.g., the Township Manager, one Supervisor, and/or other Township Representatives designated by the Board of Supervisors — and four (4) representatives of the public, subject to approval by Chrin which approval shall not be unreasonably withheld, along with two (2) representatives of Chrin. The Landfill Committee shall meet without pay, but nominal costs of administrative expenses shall be paid for by a 50% sharing between Chrin and the Township on an as-needed basis, with total cost of administrative expenses not to exceed \$2,000 per year. The Landfill Committee shall have discretion to set their own meeting schedules and administrative procedures, but shall be authorized and requested to periodically monitor Landfill operations and provide, at least annually, a report to both Parties regarding Landfill operations and compliance with the terms of this Agreement. The Landfill Committee representatives shall be authorized and requested to attend the monthly meeting conducted by the Pennsylvania Department of Environmental Protection at the Landfill. The Landfill Committee shall also be empowered and requested to receive, review and report on Landfill related complaints. The Landfill Committee shall have no legal authority to bind either the Township or Chrin.
- B. Chrin agrees to act in good faith in the preparation and submission of all applications for permits and/or necessary approvals and/or permit amendments with the Pennsylvania Department of Environmental Protection, and/or any other Local, State, or Federal governmental entity or

agency. Chrin shall provide to the Township copies of all draft Landfill Solid Waste Permit major modifications at least thirty (30) days before submission to the Pennsylvania Department of Environmental Protection. Upon request from the Township, Chrin shall meet with the Board of Supervisors to review the application, answer questions and receive comments or concerns from the Township with regard to such application. Chrin will consider in good faith any and all such comments or concerns from the Township in preparation and submission of the final major permit modification to the Pennsylvania Department of Environmental Protection.

- C. The Parties acknowledge that modification(s) of the Solid Waste Permit to authorize expansion of the limits at the Landfill onto certain of the properties Chrin owns contiguous to the landfill, as depicted on the Expansion Plan, are fundamental and integral to this Agreement, and that it is in the interest of both Parties to ensure that the Department of Environmental Protection promptly approve such modification(s). The Township intends to support and not to oppose Chrin's Landfill expansion application(s) to amend the Solid Waste Permit to allow expansion of the Landfill, as provided in the Expansion Plan; provided, any such expansion application(s) are not inconsistent with the Pennsylvania Solid Waste Management Act and implementing regulations; are consistent with all applicable provisions of the Township Zoning Ordinance, and this Agreement; and provided further, that the Landfill is in substantial compliance with the Pennsylvania Solid Waste Management Act and implementing regulations.
- D. The Township intends to support and not to oppose Chrin's Solid Waste Permit Renewal Application.
- E. If the Township does not support, or does oppose Chrin's Permit Renewal Application or Chrin's application(s) for expansion of the Landfill, as provided in the Expansion Plan, Chrin shall have the right to cease payment of any Additional Host Fee provided for in this Agreement, such that the Total Host Fee shall be the statutorily mandated one dollar (\$1.00) per ton fee pursuant to Section 1301 of Act 101. Provided however, if Chrin seeks and obtains a final unappealable amendment of the Solid Waste Permit authorizing a vertical expansion, in that event the Total Host Fee shall be two dollars (\$2.00), comprised of the statutorily mandated one dollar (\$1.00) per ton fee pursuant to Section 1301 of Act 101 plus an Additional Host Fee of one dollar (\$1.00) per ton.

- F. Chrin and the Township agree to promptly and diligently cooperate on any and all issues, including providing assistance in obtaining any and all state and local permits and approvals, relating to any and all of the obligations of the parties pursuant to this Agreement, and as may be necessary or appropriate to effect the terms of this Agreement.
- G. The Parties hereto agree to defend the validity of this Agreement. Provided that Chrin has fully complied with its obligations under Section 5.G, the Township will vigorously defend against any claim, challenge, suit or action filed by third parties against the Township arising out of or resulting from this Agreement.

Section 7. EFFECTIVE DATE AND TERM OF AGREEMENT

- A. This Agreement shall become effective upon execution by the Parties and adoption of any required Township resolutions (the "Effective Date").
- B. The Agreement shall terminate when disposal of waste ceases at the Landfill pursuant to the Solid Waste Permit, including any amendment thereto expanding the disposal capacity of the Landfill consistent with this Agreement. Notwithstanding the aforesaid, the Agreement shall remain in full force and effect as long as a Transfer Station exists upon the properties/premises.
- C. In the event any provision of this Agreement shall be declared by a court to be invalid, illegal or unenforceable, this entire Agreement shall be rendered null and void, and the Parties shall undertake all steps reasonable and appropriate to return conditions to the current status quo, provided that any Additional Host Fees paid shall not be required to be refunded to Chrin.

Section 8. DELAYED SOLID WASTE PERMIT DATE

- A. In the event that during the term of this Agreement Chrin or any successor applies for and is granted a final, un-appealable amendment of the Solid Waste Permit authorizing the proposed expansion of the Landfill to the east of the current disposal area, after having previously been unsuccessful in obtaining such authorization for any of the reasons set forth in Section 2.G, the date of such authorization shall be considered the Solid Waste Permit Date, as that term is used in this Agreement and all the provisions of this Agreement that relate to or rely upon the Solid Waste Permit Date shall thereafter apply, including but not limited, provisions relating to Additional Host Fees, covenants and conservation easements.

Section 9. MISCELLANEOUS

- A. The Parties agree that the final elevations of the Landfill cannot exceed: (i) for all areas east of Grid Line E 11,500, the elevation of the ridge line at any point due south of the Landfill as shown on the attached Expansion Plan; and, (ii) for all areas located at and to the west of Grid Line E 11,500, the maximum elevation of six hundred thirty four feet (634') above mean sea level.
- B. The Parties agree that the height of any mechanically stabilized earth ("MSE") wall at the Landfill cannot exceed fifty feet (50').
- C. The Parties agree that the toe of any segment of the MSE berm along Industrial Drive must be at least twenty-five feet (25') from the southern edge of the cartway, and that all other segments of the MSE berm must be at least fifteen feet (15') from the property line; except, in areas where an existing permitted berm is located closer to Industrial Drive or the property line than these distances, the toe of that segment of the MSE berm shall be no closer than the toe of the existing permitted berm.
- D. The Parties agree that this Agreement does not and is not intended to create rights of any kind in any person or entity not a party to the Agreement.
- E. This Agreement shall constitute the entire integrated agreement of the parties. No prior or contemporaneous communications or prior drafts shall be relevant or admissible for purposes of determining the meaning or extent of any provisions herein in any litigation or any other proceeding.
- F. No changes, additions, modifications or amendments of this Agreement shall be effective unless they are set out in writing and signed by the Parties hereto. This Agreement may be signed in counterpart.
- G. Any litigation hereunder between the parties shall be filed and prosecuted in the Court of Common Pleas of Northampton County, Pennsylvania, and this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.
- H. The Township hereby waives and consents to, and will grant such further waivers as may be reasonable or necessary and to the greatest extent afforded pursuant to the Pennsylvania Department of Environmental Protection solid waste regulations at 25 Pa. Code § 271.1, et seq., to allow disposal of waste along Industrial Drive to within seventy feet (70') of the

centerline of road, irrespective of the Township property boundary or ultimate right-of-way, and further consents to and shall allow placement of a berm or engineered retaining structure along Industrial Drive to facilitate disposal of solid waste.

- I. The Parties each agree to bear their respective attorney fees, expenses and other costs in the negotiation and preparation of this Agreement.
- J. This Agreement shall be binding upon and inure to the benefit of the Parties, their successors and assigns.
- K. Attached hereto at Attachment "5" is a resolution of the Board of Supervisors of Williams Township authorizing the Township to enter into this Agreement and signifying the authority of the Board of Supervisors to enter into this Agreement on behalf of the Township.
- L. The following attached documents are incorporated herein by reference as if fully set forth and form an integral part of this Agreement:

Attachment "1" — Plan entitled "Existing and Proposed Permit Area," dated July 2, 2009, prepared by Civil & Environmental Consultants, Inc. ("Expansion Plan")

Attachment "2" — Parcel Index.

Attachment "3" — Waltman Tract Conservation Easement.

Attachment "4" — Wottrings Mill Parcel Conservation Easement.

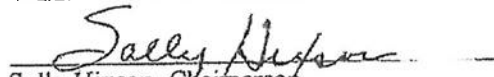
Attachment "5" — Resolution of the Board of Supervisors of Williams Township approving Host Community Agreement and authorizing execution by the Board of Supervisors.

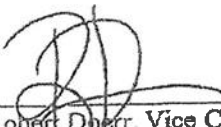
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the day and year first written above.

ATTEST:

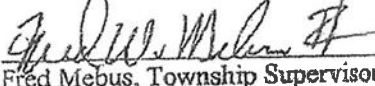

Melody Ashmore, Secretary

WILLIAMS TOWNSHIP


Sally Hixson, Chairperson
Township Supervisor



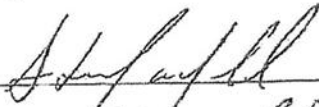
Robert Doherty, Vice Chairperson
Township Supervisor



Fred Mebus, Township Supervisor

ATTEST:

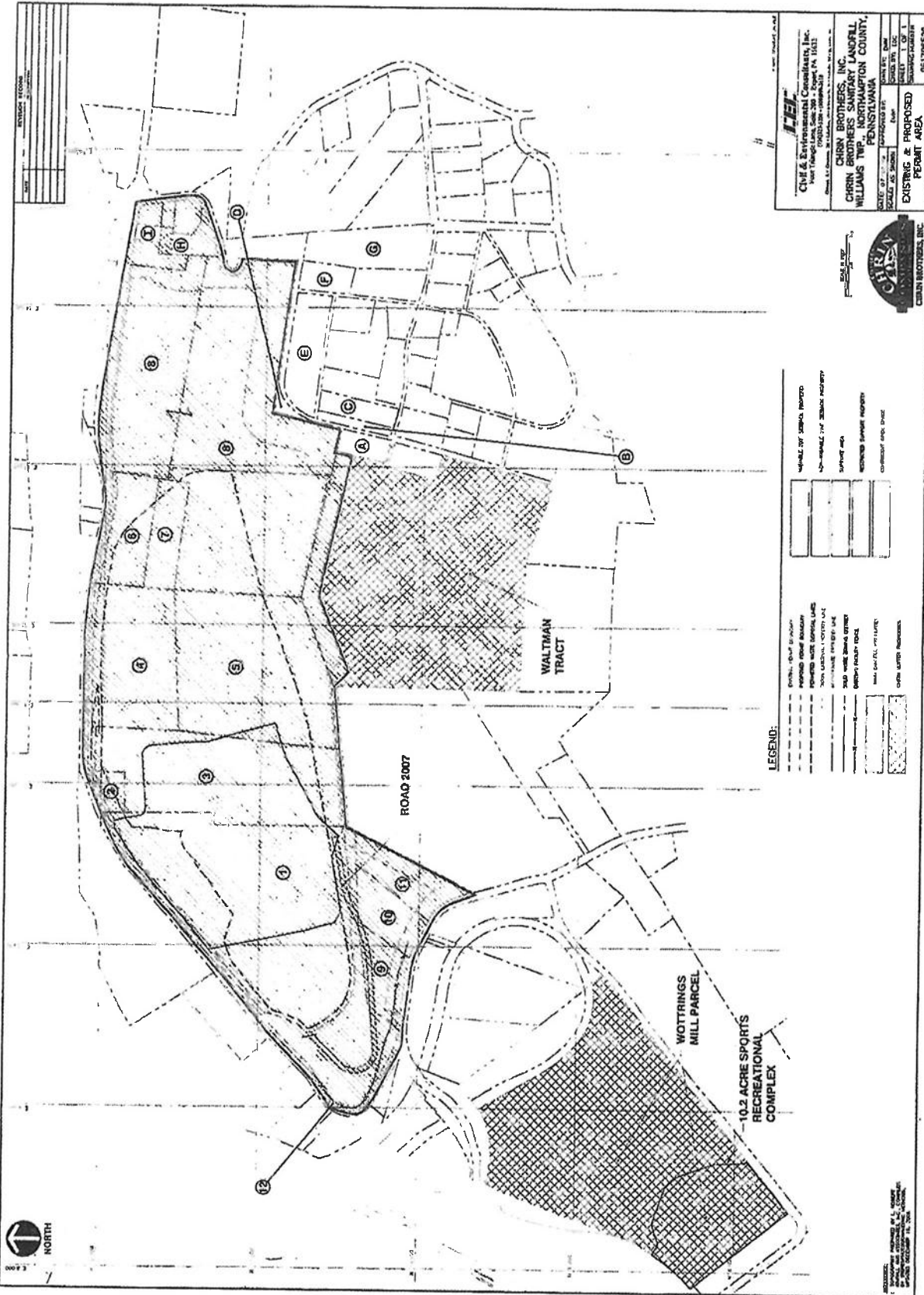
CHRIN BROTHERS, INC.



Stephan P. Rosenfeld



Gregory Chaff, Vice President



EXTENSION LEGEND

1	2	3	4	5	6	7	8	9	10	11	12

HEI
 Civil & Environmental Consultants, Inc.
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 Houston, Texas 77036
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 Fax: 281-485-1101
 Website: www.heiconsultants.com

CHIRN BROTHERS, INC.
 CHIRN BROTHERS SANITARY LANDFILL
 WILLIAMS TRACT, WASHINGTON COUNTY,
 PENNSYLVANIA

DATE: 07.12.10
 SCALE: AS SHOWN
 SHEET NO. 1 OF 1
 EXISTING & PROPOSED
 PERMIT AREA
 061706238



LEGEND:

[Symbol]	BOUNDARY OF EXISTING PROPERTY
[Symbol]	BOUNDARY OF PROPOSED PROPERTY
[Symbol]	UN-IMPROVED 1/4 SECTION PROPERTY
[Symbol]	IMPROVED 1/4 SECTION PROPERTY
[Symbol]	EXISTING SANITARY LANDFILL
[Symbol]	PROPOSED SANITARY LANDFILL
[Symbol]	EXISTING ROAD RIGHT-OF-WAY
[Symbol]	PROPOSED ROAD RIGHT-OF-WAY
[Symbol]	EXISTING UTILITY
[Symbol]	PROPOSED UTILITY
[Symbol]	EXISTING EASEMENT
[Symbol]	PROPOSED EASEMENT

APPROVED FOR THE PROJECT BY: [Signature]
 DATE: 07/12/10

NO.	
DATE	
BY	
REVISION	
DESCRIPTION	

PARCEL INDEX

Parcel Index	
Parcels in Interest	
Parcel Identification	Tract Parcel Number
A	MP-16-51A
D	MP-16-51
C	MP-16-51B
D	MP-16-51C
E	MP-16-51D
F	MP-16-51E
G	MP-16-51F
H	MP-16-51G
I	MP-16-51H

Parcel Index	
Parcels within the Proposed Parcel Boundary	
Parcel Identification	Tract Parcel Number
1	MP-16-46
2	MP-16-47
3	MP-16-48
4	MP-16-49
5	MP-16-50
6	MP-16-50A-1
7	MP-16-50A
8	MP-16-50A-2B (Northern Parcel)
9	MP-16-50A-2 (Northern Parcel)
10	MP-16-44
11	MP-16-45B
12	MP-16-40

CHRI
Civil & Environmental Consultants, Inc.
Four Thompson Lane
P.O. Box 100 - Export, PA 15622
Phone: 412-261-1100 Fax: 412-261-1101

CHRN BROTHERS, INC.
CHRN BROTHERS SANITARY LANDFILL
WILLIAMS TWP., NORTHAMPTON COUNTY,
PENNSYLVANIA

DATE: 02/25/03
SCALE: AS SHOWN

DRAWN BY: [Blank]
CHECKED BY: [Blank]
DATE: [Blank]

PROJECT: CHRN BROTHERS SANITARY LANDFILL
SHEET: 1 OF 1
JOB NO: 00170623

PARCEL INDEX



DEED OF CONSERVATION EASEMENT
CONTAINING RESTRICTIVE COVENANTS
RUNNING WITH THE LAND IN PERPETUITY

This Indenture, Made the

____ day of _____, in the year of our Lord two thousand eight (2008).

BETWEEN *CHRIN BROTHERS, INC., a Pennsylvania Corporation*, with its principal place of business located at 635 Industrial Drive, Easton, PA 18042, (hereinafter referred to as "Grantor"), Party of the First Part,

-AND-

THE TOWNSHIP OF WILLIAMS, a Second-Class Township, organized and operating under the Laws of Pennsylvania, with offices at 655 Cider Press Road, Easton, PA 18042, (hereinafter referred to as "Grantee"), Party of the Second Part.

WITNESSETH

WHEREAS, the Grantor is the owner of certain lands situate in the Township of Williams, County of Northampton and Commonwealth of Pennsylvania, more particularly described in a Deed dated July 6, 1999 and recorded in the Office for the Recording of Deeds in and for the County of Northampton at Easton, Pennsylvania, in Deed Book Volume 1999-1, Page 102012, said premises also being known as Northampton County Uniform Tax Parcel Identification Number M9-16-21, being approximately 45.07 acres.

WHEREAS, the Grantor desires to grant a Conservation Easement on approximately 39.3 acres of M9-16-21, as more fully set forth in the Legal Description which is attached hereto as Exhibit "A" ("Property"). The

Property is further described on a Conservation Easement Plan, prepared by _____ dated _____, a copy of which is attached hereto as Exhibit "B" and incorporated herein by reference (the "Conservation Easement Plan");

WHEREAS, The Specific Conservation Values of the Property are documented in an inventory of relevant features of the Property ("Baseline Documentation"), dated _____, originals of which are on file at the offices of the Grantee, which consists of reports, maps, photographs, and other documentation that the parties agree provide, collectively, an accurate representation of the Property at the time of this Grant and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this Easement;

WHEREAS, Grantors desire to grant this Conservation Easement containing restrictive covenants running with the land thereby restricting and limiting the use of the Property as hereinafter provided;

WHEREAS, the purpose of this Conservation Easement is to maintain the beauty of that area known as Morgan Hill and to conserve the natural and scenic qualities of the environment of Morgan Hill and the surrounding area;

NOW WITNESSETH that in consideration of the sum of One (\$1.00) Dollar and other valuable consideration, the receipt whereof is hereby acknowledged, the Grantor unconditionally and irrevocably hereby grants and conveys unto Grantee, its successors and assigns, forever and in perpetuity a conservation easement containing restrictive covenants of the nature and character and to the extent hereinafter set forth, with respect to the premises described in Exhibit "A" which is attached hereto, incorporated herein by reference as follows:

ARTICLE I. DURATION OF THE EASEMENT

This Conservation Easement shall be perpetual. It is an easement in gross and runs with the land as an incorporeal interest in the Property, in perpetuity running with the land enforceable with respect to the Property by the parties against each other and their personal representatives, heirs, successors and assigns.

**ARTICLE II. PROHIBITED AND RESTRICTED ACTIVITIES
BY RESTRICTIVE COVENANTS RUNNING WITH THE
LAND IN PERPETUITY**

A. Residential, Industrial, or Commercial Activities on the Property

Residential, industrial, or commercial activities are prohibited on the Property.

B. Construction and Improvements

No building, facility, fence or other structure shall be permitted on the Property, except: (1) pedestrian pathways or stairways; (2) utilities to serve activities not prohibited under the provisions of this Easement; (3) buildings, facilities, fences or other structures for or relating to Wireless Communications Facilities.

C. Trees

There shall be no burning, cutting, removal or destruction of trees, shrubs and other woody vegetation (collectively "Vegetation"), except: (1) Vegetation that is dead, infested or diseased; (2) Vegetation necessary to control erosion; and (3) Vegetation cut, maintained, or removed pursuant to a forest management plan that has been prepared by a professional forester, with thirty (30) days advanced written notice to Grantee.

D. Dumping, Placement or Storage of Materials

Neither the Grantor nor the Grantee shall dump or store any materials on the Property, including, but not limited to, ashes, trash, garbage, rubbish, abandoned vehicles, abandoned vessels, abandoned appliances, and abandoned machinery. It shall be the obligation of Grantee to remove any materials dumped or stored on the Property by a third party.

E. Excavation of Materials

Excavation or mining of the Property is prohibited, including, but not limited to, removal of soil or sand.

NOTICE: This Easement may impair the development of coal interests, including workable coal seams or coal interests which have been severed from the Property.

F. Wetlands

No diking, draining, filling, dredging or removal of any wetland or wetlands is permitted. "Wetland" or "wetlands" means portions of the Property defined by any State or Federal Laws as a wetland or wetlands at the time of the proposed activity.

G. Signs and Billboards

No signs, billboards, or outdoor advertising displays may be erected, displayed, placed or maintained on the Property, except as follows:

- ◆ Temporary signs not exceeding six square feet to advertise the property's sale;
- ◆ Signs, billboards, or outdoor advertising displays relating to activities not prohibited under the provisions of this Easement;
- ◆ To post the Property or a Lot against activities prohibited under the provisions of this Easement; and
- ◆ "Private Property" and "No Trespassing" signs.

H. Public Access

This Conservation Easement does not grant the public any right to access or any right of use of the Property.

I. Reserved Rights

Except to the extent that prior written approval of the Grantee is required by any paragraph of this Article, all rights not prohibited by this Conservation Easement are considered to be consistent with the Terms of this Conservation Easement and require no prior notification

or approval. If the Grantor has any doubt with respect to whether or not any particular use of the Property is prohibited by the Terms of this Conservation Easement, the Grantor may submit a written request to the Grantee for consideration and approval of such use.

ARTICLE III. ENFORCEMENT AND REMEDIES

A. Remedies

Upon any breach of the Terms of this Conservation Easement by either party, the non-breaching party may exercise any or all of the following remedies:

1. Institute suits to enjoin any breach or enforce any covenant by temporary and/or permanent injunction either prohibitive or mandatory; and
2. Require that the Property be restored promptly to the condition required by this Conservation Easement.

These remedies shall be cumulative and shall be in addition to any other rights and remedies available to the non-breaching party at law or equity. If either party is found to have breached any of the Terms under this Conservation Easement, the breaching party shall reimburse the non-breaching party for any costs or expenses incurred by the non-breaching party, including court costs and reasonable attorney's fees.

B. Effect of Failure to Enforce

No failure on the part of either party to enforce any Term hereof shall discharge or invalidate such Term or any other Term hereof or affect the right of the party to enforce the same in the event of a subsequent breach or default.

C. Right of Inspection

The Grantee, its respective employees and agents, have the right, with reasonable notice to the Grantor, to enter the Property at reasonable times for the purpose of inspecting the Property to determine whether the

In any case where the terms of this Conservation Easement require the approval of the Grantee, such approval shall be requested by written notice to the Grantee. Approval or disapproval shall be given promptly and in writing; in the event the request is disapproved, a statement of the reasons for the disapproval shall be given. Grantee's approval hereunder shall not be unreasonably withheld, however it is not unreasonable for Grantee to disapprove of a proposal that they, their reasonable judgment and discretion reasonably exercised, determine may adversely affect natural resources described in the Conservation Plan and Baseline Documentation or that is otherwise inconsistent with the purpose of this Conservation Easement as stated herein.

E. Condemnation

Whenever all or part of the Property is taken in the exercise of eminent domain, so as to abrogate, in whole or in part, the restrictions imposed by this Conservation Easement, or this Conservation Easement is extinguished, in whole or in part, by other judicial proceeding, the Grantor shall be entitled to all proceeds payable in connection with the condemnation or other judicial proceedings.

F. Construction

This Conservation Easement and Restrictive Covenants running with the land shall be construed pursuant to the laws of the Commonwealth of Pennsylvania.

G. Effect of Laws and Other Restrictions on the Property

The Terms of this Conservation Easement shall be in addition to any Local, State, or Federal laws imposing restrictions on the Property and any real estate interests imposing restrictions on the Property.

H. Entire Agreement and Severability of the Terms

This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understanding or agreements related to the Conservation Easement. If any Term is found to be invalid, the remainder of the Terms of this Conservation Easement, and the application of such Term

to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

I. Successors

The terms "Grantor" and "Grantee" wherever used herein, and any pronouns used in place thereof, shall include, respectively, the above-named Grantor and its personal representatives, heirs, successors, and assigns and the above-named Grantee and their successors and assigns.

J. Real Property Taxes

Except to the extent provided for by State or Local Law, nothing herein contained shall relieve the Grantor of the obligation to pay taxes in connection with the ownership of the Property. Nothing herein shall prohibit the Grantor from seeking tax relief under Pennsylvania Act 319 of 1974 (Pennsylvania Farmland and Forest Land Assessment Act), Pennsylvania Act 515 of 1996, or any other current or future tax relief legislation.

K. Captions

The captions of this Conservation Easement have been inserted solely for convenience of reference and are not a part of this instrument. Accordingly, the captions shall have no effect upon the construction or interpretation of the Terms of this Conservation Easement.

IN WITNESS WHEREOF, the party of the first part has hereunto set its hand and seal. Dated the day and year first above written.

ATTEST:

GRANTOR:
CHRIN BROTHERS, INC.

Secretary

By: _____
President

COMMONWEALTH OF PENNSYLVANIA : SS.
COUNTY OF NORTHAMPTON :

ON THIS, the ____ day of _____, 2009, before me, a Notary Public, the undersigned officer, personally appeared Charles Chrin who acknowledged himself to be the President of Chrin Brothers, Inc., a Pennsylvania Corporation, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

Notary Public

WHEN RECORDED MAIL TO:

Brian M. Monahan, Esquire
701 Washington Street
Easton, PA 18042
Telephone: (610) 258-5329

Tax ID # M9-16-21
Property Location:

DEED OF CONSERVATION EASEMENT
CONTAINING RESTRICTIVE COVENANTS
RUNNING WITH THE LAND IN PERPETUITY

CHRIN BROTHERS, INC.,
a Pennsylvania Corporation,
Grantor

AND

THE TOWNSHIP OF WILLIAMS,
a Second Class Township,
Grantee



4



1

2

DEED OF CONSERVATION EASEMENT
CONTAINING RESTRICTIVE COVENANTS
RUNNING WITH THE LAND IN PERPETUITY

This Indenture, Made the

_____ day of _____, in the year of our Lord two thousand eight (2008).

BETWEEN *CHRIN BROTHERS, INC., a Pennsylvania Corporation*, with its principal place of business located at 635 Industrial Drive, Easton, PA 18042, (hereinafter referred to as "Grantor"), Party of the First Part,

-AND-

THE TOWNSHIP OF WILLIAMS, a Second-Class Township, organized and operating under the Laws of Pennsylvania, with offices at 655 Cider Press Road, Easton, PA 18042, (hereinafter referred to as "Grantee"), Party of the Second Part.

WITNESSETH

WHEREAS, the Grantor is the owner of certain lands situate in the Township of Williams, County of Northampton and Commonwealth of Pennsylvania, more particularly described in a Deed dated February 3, 1999 and recorded in the Office for the Recording of Deeds in and for the County of Northampton at Easton, Pennsylvania, in Deed Book Volume 1999-1, Page 15295, said premises also being known as Northampton County Uniform Tax Parcel Identification Number M9-22-10A, being approximately 48.9 acres, as more fully set forth in the Legal Description which is attached hereto as Exhibit "A". For purposes of this Deed of Conservation Easement, the "Property" consists of the 48.9 acre parcel

described in Exhibit "A," less the 1.25 acres located in the Borough of Glendon, and less the 10.2 +/- acres to be deeded to the Township of Williams pursuant to Section 5.B of the Host Community Agreement between Williams Township and Chris Brothers, Inc., dated _____. The Property is further described on a Conservation Easement Plan, prepared by _____ dated _____, a copy of which is attached hereto as Exhibit "B" and incorporated herein by reference (the "Conservation Easement Plan");

WHEREAS, The Specific Conservation Values of the Property are documented in an inventory of relevant features of the Property ("Baseline Documentation"), dated December _____, _____, originals of which are on file at the offices of the Grantee, which consists of reports, maps, photographs, and other documentation that the parties agree provide, collectively, an accurate representation of the Property at the time of this Grant and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this Easement;

WHEREAS, Grantors desire to grant this Conservation Easement containing restrictive covenants running with the land thereby restricting and limiting the use of the Property as hereinafter provided;

WHEREAS, the purpose of this Conservation Easement is to maintain the beauty of that area known as Morgan Hill and to conserve the natural and scenic qualities of the environment of Morgan Hill and the surrounding area;

NOW WITNESSETH that in consideration of the sum of One (\$1.00) Dollar and other valuable consideration, the receipt whereof is hereby acknowledged, the Grantor unconditionally and irrevocably hereby grants and conveys unto Grantee, its successors and assigns, forever and in perpetuity a conservation easement containing restrictive covenants of the nature and character and to the extent hereinafter set forth, with respect to the premises described in Exhibit "A" which is attached hereto, incorporated herein by reference as follows:

ARTICLE I. DURATION OF THE EASEMENT

This Conservation Easement shall be perpetual. It is an easement in gross and runs with the land as an incorporeal interest in the Property, in perpetuity running with the land enforceable with respect to the Property by

the parties against each other and their personal representatives, heirs, successors and assigns.

**ARTICLE II. PROHIBITED AND RESTRICTED ACTIVITIES
BY RESTRICTIVE COVENANTS RUNNING WITH THE
LAND IN PERPETUITY**

A. Residential, Industrial, Commercial or Agricultural Activities on the Property

Residential, industrial, or commercial activities are prohibited on the Property. Agricultural uses, except crop farming, are prohibited on the Property. Concentrated animal feed operations (CAFO's) and erection of green houses are prohibited on the Property.

All agricultural activities shall utilize "Best Management Practices (sometimes referred to as BMP's)" that follow the guidelines or minimum standards recommended by federal, state, county and/or private resource management agencies for proper application of farming and forestry operations, non-point pollution of water resources and other disturbances of soil, water, and vegetative resources and to protect wildlife habitats.

- (i) Grantor shall follow specific guidelines with respect to soil resources, agriculture, field or meadow management required by: the Natural Resource Conservation Service of the United States Department of Agriculture, County Conservation District, and/or Penn State Cooperative Extension;
- (ii) Grantor shall follow specific guidelines with respect to soil erosion, sedimentation and water resources: the Pennsylvania Department of Environmental Protection, U.S. Fish and Wildlife Service, the Natural Resource Conservation Service of the United States Department of Agriculture, and/or the County Conservation District.

B. Construction and Improvements

No building, facility, fence or other structure shall be permitted on the Property, except: (1) pedestrian pathways or stairways; and (2) utilities

to serve activities not prohibited under the provisions of this Easement.

C. Trees

There shall be no burning, cutting, removal or destruction of trees, shrubs and other woody vegetation (collectively "Vegetation"), except: (1) Vegetation that is dead, infested or diseased; (2) Vegetation necessary to control erosion; and (3) Vegetation cut, maintained, or removed pursuant to a forest management plan that has been prepared by a professional forester, with thirty (30) days advanced written notice to Grantee; (4) Vegetation cut, maintained, or removed in connection with crop farming.

D. Dumping, Placement or Storage of Materials

Neither the Grantor nor the Grantee shall dump or store any materials on the Property, including, but not limited to, ashes, trash, garbage, rubbish, abandoned vehicles, abandoned vessels, abandoned appliances, and abandoned machinery. It shall be the obligation of Grantee to remove any materials dumped or stored on the Property by a third party.

E. Excavation of Materials

Excavation or mining of the Property is prohibited, including, but not limited to, removal of soil or sand.

NOTICE: This Easement may impair the development of coal interests, including workable coal seams or coal interests which have been severed from the Property.

F. Wetlands

No diking, draining, filling, dredging or removal of any wetland or wetlands is permitted. "Wetland" or "wetlands" means portions of the Property defined by any State or Federal Laws as a wetland or wetlands at the time of the proposed activity.

G. Signs and Billboards

No signs, billboards, or outdoor advertising displays may be erected, displayed, placed or maintained on the Property, except as follows:

- ◆ Temporary signs not exceeding six square feet to advertise the property's sale;
- ◆ Signs, billboards, or outdoor advertising displays relating to activities not prohibited under the provisions of this Easement;
- ◆ To post the Property or a Lot against activities prohibited under the provisions of this Easement; and
- ◆ "Private Property" and "No Trespassing" signs.

H. Public Access

This Conservation Easement does not grant the public any right to access or any right of use of the Property.

I. Reserved Rights

Except to the extent that prior written approval of the Grantee is required by any paragraph of this Article, all rights not prohibited by this Conservation Easement are considered to be consistent with the Terms of this Conservation Easement and require no prior notification or approval. If the Grantor has any doubt with respect to whether or not any particular use of the Property is prohibited by the Terms of this Conservation Easement, the Grantor may submit a written request to the Grantee for consideration and approval of such use.

ARTICLE III. ENFORCEMENT AND REMEDIES

A. Remedies

Upon any breach of the Terms of this Conservation Easement by either party, the non-breaching party may exercise any or all of the following remedies:

1. Institute suits to enjoin any breach or enforce any covenant by temporary and/or permanent injunction either prohibitive or mandatory; and
2. require that the Property be restored promptly to the condition required by this Conservation Easement.

These remedies shall be cumulative and shall be in addition to any other rights and remedies available to the non-breaching party at law or equity. If either party is found to have breached any of the Terms under this Conservation Easement, the breaching party shall reimburse the non-breaching party for any costs or expenses incurred by the non-breaching party, including court costs and reasonable attorney's fees.

B. Effect of Failure to Enforce

No failure on the part of either party to enforce any Term hereof shall discharge or invalidate such Term or any other Term hereof or affect the right of the party to enforce the same in the event of a subsequent breach or default.

C. Right of Inspection

The Grantee, its respective employees and agents, have the right, with reasonable notice to the Grantor, to enter the Property at reasonable times for the purpose of inspecting the Property to determine whether the Grantor is complying with the Terms of this Conservation Easement.

- D. The Grantor acknowledges that the restrictions imposed herein shall not be extinguished by any actions, resolutions, ordinances or legislative fiat by Grantee, its heirs and/or assigns or any other governmental body.**

ARTICLE IV. MISCELLANEOUS

A. Future Transfers

By executing this Conservation Easement, the Grantor acknowledges that this Conservation Easement is permanent and is binding on its heirs, personal representatives, successors or assigns, in perpetuity running with the land.

B. Effect of Laws Imposing Affirmative Obligations on the Grantors

In the event that any applicable State or Federal Law imposes affirmative obligations on owners of land which if complied with by the Grantors would be a violation of a Term of this Conservation Easement, the Grantor shall: (i) if said law requires a specific act without any discretion on the part of the Grantor, comply with said law and give the Grantee written notice of the Grantor's compliance as soon as reasonably possible, but in no event more than thirty (30) days from the time the Grantors begin to comply; or (ii) if said law leaves to the Grantor discretion over how to comply with said law, use the method most protective of the purpose of this Conservation Easement set forth in the recitals herein.

C. Notices

Any notices by the Grantor to the Grantee pursuant to any Term hereof shall be sent by registered or certified mail, return receipt requested, addressed to the governing body of Williams Township. The address of the Grantor is 635 Industrial Drive, Easton, PA 18042. The address of the Grantee is 655 Cider Press Road, Easton, PA 18042.

D. Approval of the Grantee

In any case where the terms of this Conservation Easement require the approval of the Grantee, such approval shall be requested by written notice to the Grantee. Approval or disapproval shall be given promptly and in writing; in the event the request is disapproved, a statement of the reasons for the disapproval shall be given. Grantee's approval hereunder shall not be unreasonably withheld, however it is not unreasonable for Grantee to disapprove of a proposal that they, their reasonable judgment

Grantor is complying with the Terms of this Conservation Easement.

- D. The Grantor acknowledges that the restrictions imposed herein shall not be extinguished by any actions, resolutions, ordinances or legislative fiat by Grantee, its heirs and/or assigns or any other governmental body.

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B. Effect of Laws Imposing Affirmative Obligations on the Grantors

In the event that any applicable State or Federal Law imposes affirmative obligations on owners of land which if complied with by the Grantors would be a violation of a Term of this Conservation Easement, the Grantor shall: (i) if said law requires a specific act without any discretion on the part of the Grantor, comply with said law and give the Grantee written notice of the Grantor's compliance as soon as reasonably possible, but in no event more than thirty (30) days from the time the Grantors begin to comply; or (ii) if said law leaves to the Grantor discretion over how to comply with said law, use the method most protective of the purpose of this Conservation Easement set forth in the recitals herein.

C. Notices

Any notices by the Grantor to the Grantee pursuant to any Term hereof shall be sent by registered or certified mail, return receipt requested, addressed to the governing body of Williams Township. The address of the Grantor is 635 Industrial Drive, Easton, PA 18042. The address of the Grantee is 655 Cider Press Road, Easton, PA 18042.

D. Approval of the Grantee

and discretion reasonably exercised, determine may adversely affect natural resources described in the Conservation Plan and the Baseline Documentation or that is otherwise inconsistent with the purpose of this Conservation Easement as stated herein.

E. Condemnation

Whenever all or part of the Property is taken in the exercise of eminent domain, so as to abrogate, in whole or in part, the restrictions imposed by this Conservation Easement, or this Conservation Easement is extinguished, in whole or in part, by other judicial proceeding, the Grantor shall be entitled to all proceeds payable in connection with the condemnation or other judicial proceedings.

F. Construction

This Conservation Easement and Restrictive Covenants running with the land shall be construed pursuant to the laws of the Commonwealth of Pennsylvania.

G. Effect of Laws and Other Restrictions on the Property

The Terms of this Conservation Easement shall be in addition to any Local, State, or Federal laws imposing restrictions on the Property and any real estate interests imposing restrictions on the Property.

H. Entire Agreement and Severability of the Terms

This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understanding or agreements related to the Conservation Easement. If any Term is found to be invalid, the remainder of the Terms of this Conservation Easement, and the application of such Term to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

I. Successors

The terms "Grantor" and "Grantee" wherever used herein, and any pronouns used in place thereof, shall include, respectively, the above-

named Grantor and its personal representatives, heirs, successors, and assigns and the above-named Grantee and their successors and assigns.

J. Real Property Taxes

Except to the extent provided for by State or Local Law, nothing herein contained shall relieve the Grantor of the obligation to pay taxes in connection with the ownership of the Property. Nothing herein shall prohibit the Grantor from seeking tax relief under Pennsylvania Act 319 of 1974 (Pennsylvania Farmland and Forest Land Assessment Act), Pennsylvania Act 515 of 1996, or any other current or future tax relief legislation.

K. Captions

The captions of this Conservation Easement have been inserted solely for convenience of reference and are not a part of this instrument. Accordingly, the captions shall have no effect upon the construction or interpretation of the Terms of this Conservation Easement.

IN WITNESS WHEREOF, the party of the first part has hereunto set its hand and seal. Dated the day and year first above written.

ATTEST:

GRANTOR:
CHRIN BROTHERS, INC.

Secretary

By: _____
President

COMMONWEALTH OF PENNSYLVANIA : SS.
COUNTY OF NORTHAMPTON :

ON THIS, the ____ day of _____, 2008, before me, a Notary Public, the undersigned officer, personally appeared Charles Chrin who acknowledged himself to be the President of Chrin Brothers, Inc., a Pennsylvania Corporation, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

Notary Public

WHEN RECORDED MAIL TO:

Brian M. Monahan, Esquire
701 Washington Street
Easton, PA 18042
Telephone: (610) 258-5329

Tax ID # M9-22-10A
Property Location:

DEED OF CONSERVATION EASEMENT
CONTAINING RESTRICTIVE COVENANTS
RUNNING WITH THE LAND IN PERPETUITY

CHRIN BROTHERS, INC.,
a Pennsylvania Corporation,
Grantor

AND

THE TOWNSHIP OF WILLIAMS,
a Second Class Township,
Grantee

WILLIAMS TOWNSHIP
BOARD OF SUPERVISORS

A RESOLUTION OF THE BOARD OF SUPERVISORS
OF WILLIAMS TOWNSHIP, NORTHAMPTON
COUNTY, PENNSYLVANIA, APPROVING HOST
COMMUNITY AGREEMENT AND AUTHORIZING
EXECUTION BY THE BOARD OF SUPERVISORS

RESOLUTION 2009- 13

WHEREAS, Chrin Brothers, Inc. is the owner of the Chrin Brothers Sanitary Landfill, a municipal waste disposal facility located south of Industrial Drive between Morvale Road and Morgan Hill Road within Williams Township, Northampton County, Pennsylvania;

WHEREAS, Williams Township is a township of the second-class located in the County of Northampton and the Commonwealth of Pennsylvania, with its principal place of business located at 655 Cider Press Road, Easton, PA 18042;

WHEREAS, the Township has received a proposed Host Community Agreement;

WHEREAS, the Second Class Township Code, Title 53 P.S. Section 65101-68701 and the Municipal Waste Planning, Recycling, and Waste Reduction Act, Title 53 P.S. Section 4000.101-4000.1904 (Act 101) allows Chrin Brothers, Inc. and Williams Township Board of Supervisors to enter into a Host Community Agreement;

WHEREAS, the Williams Township Board of Supervisors affirm that it is in the best interest of all the residents of Williams Township to enter into the Host Community Agreement as proposed by Chrin Brothers, Inc.

NOW THEREFORE, BE IT RESOLVED, by the Board of Supervisors of Williams Township, Northampton County, Commonwealth of Pennsylvania, as follows:

1. The Board of Supervisors of Williams Township hereby adopts,

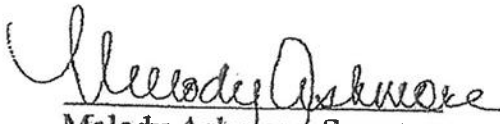
approves, and accepts the proposed Host Community Agreement which is attached hereto, incorporated herein by reference and marked Exhibit "A".

2. The Board of Supervisors as a whole hereby authorizes the signing of said Agreement by members of the Board of Supervisors so that the same will be a binding Agreement between Chrin Brothers, Inc. and the Township of Williams.

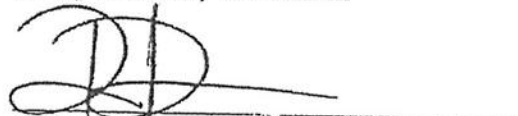
RESOLVED, ADOPTED, AND APPROVED, this 29th day of July, 2009, at a special public meeting of the Board of Supervisors of Williams Township.

ATTEST:

**WILLIAMS TOWNSHIP
BOARD OF SUPERVISORS**


Melody Ashmore, Secretary


Sally Hixson, Chairman


Robert Doerr, Vice-Chairman


Fred Mebus, Supervisor

**IN THE COURT OF COMMON PLEAS
NORTHAMPTON COUNTY, PENNSYLVANIA**

COMMONWEALTH OF PENNSYLVANIA,	:	
ex rel. WILLIAMS TOWNSHIP	:	
Plaintiff,	:	
	:	No. C-48 CV 2014-0943
v.	:	
	:	CIVIL ACTION
CHRIN BROTHERS, INC.,	:	
Defendant.	:	

CHRIN BROTHERS, INC.,	:	
	:	
Plaintiff,	:	
	:	No. C-48 CV 2013-9148
v.	:	
	:	CIVIL ACTION
WILLIAMS TOWNSHIP,	:	
	:	
Defendant.	:	

EXHIBIT 2

**To Joint Motion for Judicial Review and Approval of Settlement Agreement between
Williams Township and Chrin Brothers, Inc.
Dated April 10, 2015**

Affidavit of George Washburn

**IN THE COURT OF COMMON PLEAS
NORTHAMPTON COUNTY, PENNSYLVANIA**

COMMONWEALTH OF PENNSYLVANIA,	:	
ex rel. WILLIAMS TOWNSHIP	:	
Plaintiff,	:	
	:	No. C-48 CV 2014-0943
v.	:	
	:	CIVIL ACTION
CHRIN BROTHERS, INC.,	:	
Defendant.	:	

CHRIN BROTHERS, INC.,	:	
	:	
Plaintiff,	:	
	:	No. C-48 CV 2013-9148
v.	:	
	:	CIVIL ACTION
WILLIAMS TOWNSHIP,	:	
	:	
Defendant.	:	

AFFIDAVIT OF GEORGE WASHBURN

I, George Washburn, Chairman of the Williams Township Board of Supervisors, in support of the Joint Motion for Judicial Review and Approval of Settlement Agreement, attest on my personal knowledge, subject to the penalties of 18 Pa.C.S.A. § 4904, that the following is true and accurate:

1. As Chairman of the Williams Township Board of Supervisors, I attended a settlement conference before Settlement Master James Hogan, at which the parties to the above-captioned litigation agreed to a settlement in principle. The two other members of the Williams Township Board of Supervisors, Vince Foglia and Ray Abert also attended the April 2, 2015 settlement conference on behalf of the Township. Greg Chrin attended the April 2, 2015 settlement conference as Vice President and on behalf of Chrin Brothers, Inc.

2. The Settlement Agreement that the parties are jointly asking this Court to approve resulted from the April 2, 2015 settlement conference.

3. As Chairman of the Williams Township Board of Supervisors, I negotiated that Settlement Agreement in good faith. It is my belief that Mr. Foglia and Mr. Abert as Supervisors also negotiated that Settlement Agreement in good faith.

4. I believe the Settlement Agreement to be the result of an arms-length transaction.

5. I executed the Settlement Agreement as Chairman of the Williams Township Board of Supervisors free of undue influence or coercion. It is my belief that Mr. Foglia and Mr. Abert as Supervisors of Williams Township cast their respective votes free of undue influence or coercion.


6. I reviewed and discussed at length the terms and conditions of the Settlement Agreement with legal counsel for the Township. Mr. Foglia and Mr. Abert participated in those discussions. I understand the terms and conditions of the Settlement Agreement, and it is my belief that Mr. Foglia and Mr. Abert also understand its terms and conditions. Based on our discussions, the majority of the Board of Supervisors were satisfied with the terms and conditions of the Settlement Agreement.

7. Notice of settlement of this litigation was posted on the Township website on April 6, 2015 as an item on the Agenda for discussion at the next regularly scheduled Board of Supervisors meeting, April 8, 2015.

8. The Agenda for regularly scheduled Board of Supervisors meetings is typically posted on the Township website two days in advance of the meeting.

9. At the April 8, 2015 Board of Supervisors meeting, the Township Solicitor made a presentation regarding the Settlement Agreement, a motion was made to approve the Settlement Agreement, and public comments were solicited regarding the Settlement Agreement.

Following public comment and Supervisors comments, the Board of Supervisors voted to approve the Settlement Agreement by a vote of two in favor and one opposed.


George Washburn, Chairman
Williams Township

Date: 4/10/15

**IN THE COURT OF COMMON PLEAS
NORTHAMPTON COUNTY, PENNSYLVANIA**

COMMONWEALTH OF PENNSYLVANIA,	:	
ex rel. WILLIAMS TOWNSHIP	:	
Plaintiff,	:	
	:	No. C-48 CV 2014-0943
v.	:	
	:	CIVIL ACTION
CHRIN BROTHERS, INC.,	:	
Defendant.	:	

CHRIN BROTHERS, INC.,	:	
	:	
Plaintiff,	:	
	:	No. C-48 CV 2013-9148
v.	:	
	:	CIVIL ACTION
WILLIAMS TOWNSHIP,	:	
	:	
Defendant.	:	

EXHIBIT 3

**To Joint Motion for Judicial Review and Approval of Settlement Agreement between
Williams Township and Chrin Brothers, Inc.
Dated April 10, 2015**

Affidavit of Gregory R. Chrin

**IN THE COURT OF COMMON PLEAS
NORTHAMPTON COUNTY, PENNSYLVANIA**

COMMONWEALTH OF PENNSYLVANIA,	:	
ex rel. WILLIAMS TOWNSHIP	:	
Plaintiff,	:	
	:	No. C-48 CV 2014-0943
v.	:	
	:	CIVIL ACTION
CHRIN BROTHERS, INC.,	:	
Defendant.	:	

CHRIN BROTHERS, INC.,	:	
	:	
Plaintiff,	:	
	:	No. C-48 CV 2013-9148
v.	:	
	:	CIVIL ACTION
WILLIAMS TOWNSHIP,	:	
	:	
Defendant.	:	

AFFIDAVIT OF GREGORY R. CHRIN

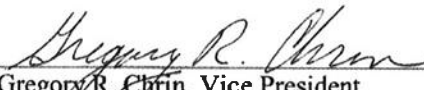
I, Gregory R. Chrin, Vice President of Chrin Brothers, Inc. (“Chrin”), in support of the Joint Motion for Judicial Review and Approval of Settlement Agreement, attest on my personal knowledge, subject to the penalties of 18 Pa.C.S.A. § 4904, that the following is true and accurate:

1. As Vice President and on behalf of Chrin Brothers, Inc., on April 2, 2015, I attended a settlement conference before Settlement Master James Hogan, at which the parties to the above-captioned litigation agreed to a settlement in principle. All three Supervisors of Williams Township attended the April 2, 2015 settlement conference.

2. The Settlement Agreement that the parties are jointly asking this Court to approve resulted from the April 2, 2015 settlement conference.

3. As Vice President and on behalf of Chrin Brothers, Inc. I negotiated that Settlement Agreement in good faith.

4. I believe the Settlement Agreement to be the result of an arms-length transaction.
5. I am satisfied with the terms and conditions of the Settlement Agreement.
6. I executed the Settlement Agreement as Vice President and on behalf of Chrin Brothers, Inc. free of undue influence or coercion.
7. I reviewed and discussed at length the terms and conditions of the Settlement Agreement with my legal counsel, and I understand its terms and conditions.


Gregory R. Chrin, Vice President
Chrin Brothers, Inc.

Date: 4/9/2015