

## **SETTLEMENT AGREEMENT**

This Settlement Agreement (this "Agreement") is made this 8<sup>th</sup> day of October, 2008 by and between Williams Township and Chrin Brothers, Inc. (the "Parties").

### **RECITALS**

**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, 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**, Chrin owns certain properties contiguous to the Landfill and within Williams Township that Chrin has, from time to time in the past, attempted to develop but has been unsuccessful at the Township level;

**WHEREAS**, Chrin and the Township are parties to certain litigation docketed at Northampton County Common Pleas No. 2006-2801 involving a challenge to the Township's current Zoning Ordinance regarding the use of one of Chrin's properties in close proximity to the Landfill, commonly known as the "Wottrings Mill Property," for a one hundred forty five (145) unit mobile home development ("Curative Amendment Challenge");

**WHEREAS**, the Township has reviewed the existing Zoning Ordinance relative to the Curative Amendment Challenge and has determined that settlement of the Curative Amendment Challenge is in the best interest of the residents of Williams Township;

**WHEREAS**, Chrin and the Township desire to settle the Curative Amendment Challenge by entering into this Settlement Agreement;

**WHEREAS**, Chrin desires to pursue expansion of the disposal capacity at the Landfill (“Industrial Drive Expansion”), which expansion is completely within the Permit Area currently permitted by the Solid Waste Permit. The term “Permit Area” as used in this Agreement has the same definition as 25 Pa. Code § 271.1;

**WHEREAS**, the Township has determined that no conditional use approval or land development approval is required for the Industrial Drive Expansion;

**WHEREAS**, 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, paid pursuant to Sections 1301 and 1302 of Act 101, 53 P.S. §§4000.1301-1302;

**WHEREAS**, the Parties have negotiated a schedule of host fee payments in connection with the Industrial Drive Expansion;

**WHEREAS**, this Agreement is entered into pursuant to the Municipalities Planning Code, 53 P.S. §§ 10101 - 11202 (“MPC”); the Second Class Township Code, 53 P.S. §§ 65101-68701; and the Municipal Waste Planning, Recycling and Waste Reduction Act, 53 P.S. §§ 4000.101-4000.1904;

**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 bound, the Parties agree as follows:

## **TERMS AND CONDITIONS**

### **Section 1. INCORPORATION**

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

### **Section 2. SETTLEMENT OF CURATIVE AMENDMENT CHALLENGE**

A. Chrin shall be permitted to develop the Wottrings Mill Property with either of the following, at its sole discretion: 1) one acre residential lots as shown on the plan entitled “Major Subdivision Plan for the Wottrings Mill Subdivision” dated April 12, 2006, at Attachment “1;” or 2) with a Conservation Development pursuant to Ordinance No. 2007-4 but with a maximum density of one dwelling unit per one (1) acre.

B. The Township acknowledges that, pursuant to Section 508(4)(i) of the Municipalities Planning Code (“MPC”), 53 P.S. § 10508(4)(i), the April 12, 2006

“Major Subdivision Plan for the Wotrings Mill Subdivision” is not subject to any amendments to the Zoning Ordinance that became effective after the date that subdivision plan was filed, including the April 17, 2006 ordinance imposing a two (2) acre minimum lot size in the LDR District.

### **Section 3. ADDITIONAL HOST FEES**

A. Upon the Effective Date of this Agreement, Chrin shall pay to the Township, as an additional host fee: 1) one hundred thousand dollars (\$100,000.00) on or before November 1, 2008; 2) one hundred thousand dollars (\$100,000.00) on or before January 1, 2009; and 3) an additional \$1.00 per ton for all solid waste received for disposal at the Landfill after November 1, 2008, thereby increasing the total of the per ton host fees paid to the Township to two dollars (\$2.00) per ton.

B. If the Township does not adopt an amendment to the Williams Township Zoning Ordinance and Zoning Map, creating a Solid Waste Zoning District, on or before March 16, 2009, then Chrin shall immediately cease paying any additional host fee.

### **Section 4. INDUSTRIAL DRIVE EXPANSION**

A. The Township covenants that no conditional use approval and no land development approval is required for the Industrial Drive Expansion provided that:

- 1) all new Disposal Areas (as that term is defined in 25 Pa. Code § 271.1) are within the existing Permit Area currently permitted by the Solid Waste Permit;
- 2) all facilities and structures, including berms or mechanically stabilized earth (“MSE”) berms, are within the existing Permit Area currently permitted by the Solid Waste Permit; and
- 3) the landfill does not exceed the average or maximum tons per day currently permitted by the Solid Waste Permit.

### **Section 5. MISCELLANEOUS**

A. Upon the Effective Date of this Agreement, the parties shall take such actions as necessary and appropriate to correct and/or adjust the common property boundary line between the Landfill and the Waltman Tract, Northampton County Uniform Tax Parcel Identification Number M9-16-21, being 52.04 acres, a parcel owned by Chrin and located to the south of the Landfill, so as to result in a new boundary line located approximately 100 feet south of and parallel to the current common property line boundary, as shown on the plan sheet entitled “Lot Line

Adjustment” prepared by Civil & Environmental Consultants, Inc., dated September 30, 2008, incorporated herein as Attachment “2.” Except for a leachate storage tank system and a perimeter fence, neither of which shall be higher than the nearest, adjacent ridge line to the south, Chrin shall not use the resulting strip of land for any above-grade Landfill related activity.

B. Upon the effective date of this Agreement, Chrin shall apply for all permits and/or approvals necessary to install screening and landscaping along Morgan Hill Road in accordance with the “Berm Grading Design” and “Berm Landscape Design,” plan sheets SK 1A and SK 1B, prepared by The Pidcock Company, dated October 3, 2008, last revised October 8, 2008, incorporated herein at Attachment “3.” Within one (1) year of receiving all necessary permits and approvals, Chrin shall complete the installation of screening and landscaping along Morgan Hill Road in accordance with the “Berm Grading Design” and “Berm Landscape Design,” plan sheets SK 1A and SK 1B, at Attachment “3.” The estimated cost to install the screening and landscaping depicted on Attachment “3” is set forth in the “Chrin Landfill Screening and Landscape Design Conceptual Construction Cost Estimate for Financial Security,” prepared by The Pidcock Company, dated October 7, 2008, attached as Attachment “4.” Within one hundred twenty (120) days of this Agreement, Chrin shall deposit with the Township financial security in the amount of the estimated costs of installation set forth in Attachment “4,” in the same manner as provided for in Section 509 of the MPC, 53 P.S. § 10509.

C. The Parties agree to defend the validity of this Agreement.

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 part 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 Parties each agree to bear their respective attorney fees, expenses and other costs in the negotiation and preparation of this Agreement.

I. This Agreement shall be binding upon and inure to the benefit of the Parties, their successors and assigns.

J. 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.

K. The following attached documents are incorporated herein by reference as if fully set forth and form an integral part of this Agreement:

Attachment 1: "Major Subdivision Plan for the Wottrings Mill Subdivision" prepared by The Pidcock Company and dated April 12, 2006.

Attachment 2: Plan titled Lot Line Adjustment, sheet 1 of 1, prepared by Civil & Environmental Consultants, Inc., dated September 30, 2008.

Attachment 3: Berm Grading Design, (sheet SK 1A) and Berm Landscape Design (sheet SK 1B), prepared by The Pidcock Company, dated October 3, 2008, last revised October 8, 2008.

Attachment 4: "Chrin Landfill Screening and Landscape Design Conceptual Construction Cost Estimate for Financial Security," prepared by The Pidcock Company, dated October 7, 2008.

Attachment 5: Resolution authorizing Board of Supervisors to enter into Agreement.

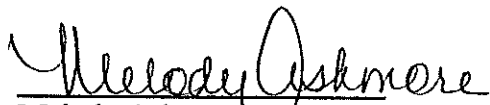
## **Section 6. EFFECTIVE DATE AND TERM OF AGREEMENT**

A. This Agreement is Effective as of the date this Agreement is filed with and approved by the Northampton County Court of Common Pleas in Docket No. 2006-2801. The Parties shall submit to the continuing jurisdiction of the Northampton County Court of Common Pleas to effectuate the terms of this Agreement.

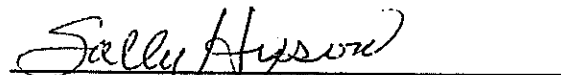
B. In the event any provision of this Agreement is found to be void and/or unenforceable for any reason, the entire Agreement is void and unenforceable.

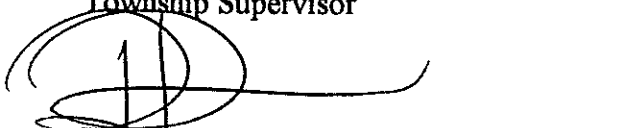
**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed on the day and year first written above.

**ATTEST:**

  
Melody Ashmore, Secretary

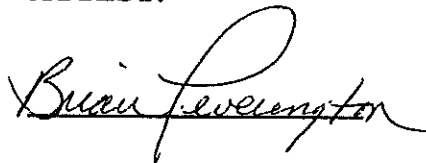
**WILLIAMS TOWNSHIP**

  
Sally Hixson, Chairperson  
Township Supervisor

  
Robert Doerr, Vice Chairman  
Township Supervisor

  
Fred Mebus, Township Supervisor

**ATTEST:**



**CHRIN BROTHERS, INC.**

  
Gregory Chrin, Vice-President