

COPY

IN THE COURT OF COMMON PLEAS OF NORTHAMPTON COUNTY,  
PENNSYLVANIA  
CIVIL DIVISION

BRUCE PETRIE and GINGER PETRIE,  
ANDREW G. KRASNANSKY and  
TINA-LOUISE KRASNANSKY,  
ROBERT DUANE BLASKO and  
ELIZABETH A. BLASKO, and  
ROBERT McKELLIN and CYNTHIA  
McKELLIN,

Plaintiffs

vs.

LOWER SAUCON TOWNSHIP,  
BETHLEHEM LANDFILL COMPANY,  
and IESI PA BETHLEHEM LANDFILL  
CORPORATION,

Defendants

NO. C0048CV2023-6089

DECLARATORY JUDGMENT/EQUITY

FILED  
2023 SEP 22 A 9:21  
COURT OF COMMON PLEAS  
NORTHAMPTON COUNTY, PA

RULE

AND NOW, This 22nd day of September, 2023, upon consideration of the verified Complaint in Declaratory Judgment/Equity in this action and the accompanying Petition for Preliminary Injunctive Relief, it is hereby ORDERED that:

1. Defendants show cause before the Court on the 3rd day of October, 2023, at 11:00 o'clock A.M. in Courtroom No. \_\_\_\_\_ at the Northampton County Courthouse, 669 Washington Street, Easton, Pennsylvania, why a Preliminary Injunction should not be issued providing the relief requested by Plaintiffs; and

2. Plaintiffs cause copies of this Rule to Show Cause, the Complaint in Equity, and the Petition for Injunctive Relief with accompanying Exhibits, to be served upon all parties in interest and their counsel and/or their counsel of record, forthwith.

AND NOW THIS 22 DAY OF  
September, 2023  
RULE ISSUED AS ABOVE  
HOLLY RUGGIERO, PROTHONOTARY  
PER [Signature] DEPUTY

BY THE COURT:

[Signature]

J.

COPY

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NO. C0048CV2023-6089

DECLARATORY JUDGMENT/EQUITY

FILED  
2023 SEP 22 A 9:2  
COURT OF COMMON PLEAS  
CIVIL DIVISION  
NORTHAMPTON COUNTY, PA

**PETITION FOR PRELIMINARY INJUNCTIVE RELIEF**

Plaintiffs, by and through their undersigned counsel, petition your Honorable Court for the issuance of a Preliminary Injunction pursuant to Rule 1531 of the Pennsylvania Rules of Civil Procedure, and in support thereof, allege as follows:

1. Plaintiffs filed a verified Complaint in Declaratory Judgment/Equity with the Prothonotary of Northampton County on August 14, 2023, a true copy of which is attached hereto, made a part hereof, and marked Exhibit "A."

2. The Plaintiffs to this action are Lower Saucon Township residents and taxpayers, owners of property adjacent to and in close proximity to certain properties

encumbered by Conservation Easements, identified in Plaintiffs' Complaint, which serve to preserve approximately 208 acres of land for scenic and conservation purposes and which specifically preclude landfill activities. Plaintiffs are regular users of the Delaware and Lehigh Canal National Heritage Corridor and State Heritage Park, and are third party beneficiaries to the character and scenic nature of the subject property.

3. On December 21, 2022, the Township Council of Lower Saucon Township adopted Ordinance No. 2022-02 amending the Lower Saucon Township Zoning Ordinance and rezoning approximately 275.7 acres of land from Rural Agricultural zoning to Light Industrial zoning, adding landfill and waste disposal facilities as uses permitted by conditional use. Subsequent thereto, the Court of Common Pleas of Northampton County declared Ordinance No. 2022-02 void ab initio pursuant to a Procedural Challenge to adoption of the Ordinance and a subsequent Appeal by Defendant Bethlehem Landfill Company to the Commonwealth Court has since been withdrawn.

4. In addition to the Conservation Easements set forth above, certain properties relevant hereto as alleged in the Complaint are subject to a one hundred (100') foot Woodlands Protection Easement (Woodlands Easement) intended to preserve undisturbed woodlands. The Conservation Easements and Woodlands Easement are identified specifically in Paragraph No. 18 of Plaintiffs' Complaint. Subsequent to the voiding of Ordinance No. 2022-02, Defendant Bethlehem Landfill, it is alleged, entered

into an agreement with Lower Saucon Township to adopt an Ordinance similar to Ordinance No. 2022-02, providing for rezoning of substantially the same property, approximately 275.70 acres of land from Rural Agricultural to Light Industrial, and instead of providing for landfills thereon as a conditional use, designated landfills and waste disposal facilities as a permitted use.

5. Pursuant to the Agreement/Contractual Arrangement made between Bethlehem Landfill and Lower Saucon Township, Lower Saucon Township adopted on August 30, 2023, Ordinance No. 2023-05 changing the zoning and provided for the permitted use of landfills and waste disposal facilities on Conservation Easement property. A copy of the aforesaid Ordinance is attached hereto, made a part hereof, and marked Exhibit "B."

6. In addition to rezoning lands encumbered by Conservation Easements and a Woodlands Easement to permit landfill and waste disposal facilities and pursuant to the aforesaid Contract between Bethlehem Landfill Company and Lower Saucon Township, Lower Saucon Township adopted Resolution No. 58-2023 amending its contractual relationship with Bethlehem Landfill Company authorizing execution of an Amended and Restated Host Community Agreement wherein the Township agreed to the expansion of the Landfill within the Conservation Easement area and contractually obligated itself to "not oppose the Phase V expansion and BLC's efforts to obtain all necessary permits, licenses, authorizations and approval that are required ...". The

aforesaid Contract binds Township Council, its members, officers, employees, and representatives. A copy of the aforesaid Resolution and Host Community Agreement are attached hereto, made a part hereof, and marked Exhibits "C" and "D."

7. As part of the Agreement/Contractual Arrangement between Bethlehem Landfill Company and Lower Saucon Township, Township Council approved execution of a Grant of Conservation Easement for certain property identified as Tax Parcel No. N8-14-1-0719 which specifically provided that the Township release the "Scenic and Conservation Easement formerly Helms property adjacent to City of Bethlehem Landfill." See Exhibit "D."

8. Plaintiffs aver that the release of the Scenic and Conservation Easements as set forth in their Complaint are violative of the Donated or Dedicated Property Act, 53 P.S. § 3381, et seq., for the reasons as set forth in their Complaint.

9. The Township has not sought permission from the Orphans' Court to rezone the property to expressly permit landfill activities in violation of the Conservation Easements, nor has it sought permission to enter into the Contractual Agreement with the Bethlehem Landfill to extinguish the Scenic and Conservation Easements as required by law and which is their legal obligation pursuant to the Donated or Dedicated Property Act.

10. Plaintiffs seek a Preliminary Injunction to enjoin implementation of Ordinance No. 2023-05, Resolution No. 58-2023, the Amended and Restated Host

Community Agreement, and the Grant of Conservation Easement releasing the Scenic and Conservation Easement Former Bethlehem Steel Property Adjacent to City of Bethlehem Landfill.

11. Implementation of the aforesaid may result in deforestation of protected woodlands and disruption of an environmentally sensitive area.

12. Plaintiffs aver that they, the citizens and taxpayers of Lower Saucon Township, and the citizens and taxpayers of the Commonwealth of Pennsylvania will suffer immediate and irreparable harm if an Injunction is not granted.

13. Plaintiffs aver that they have no adequate remedy at law to redress the current and impending harm that would result from implementation of the aforesaid Agreements, Resolution, and Ordinance.

14. Defendants will not suffer any irreparable injury if the requested Preliminary Injunction is issued because the status quo between the parties will be restored to where it was before Defendants' wrongful conduct began. Defendants will merely be restrained from taking advantage of the wrongful acts until full and final adjudication of the issues raised herein is had.

15. The issuance of a Preliminary Injunction will not be contrary to the public interest and indeed, unless the Injunction is issued, substantial damage to the conserved woodlands and the constitutional protections of Article I, Section 27, of the Constitution of the Commonwealth of Pennsylvania, will be preserved.

16. The Plaintiffs are likely to succeed on the merits of their claim. The obligations of Defendants are clear and arise by express operation of law. By breaching the legal obligations, Plaintiffs' rights are enforceable in equity and Plaintiffs would be entitled upon final Hearing to a Permanent Injunction against violation of the Donated or Dedicated Property Act.

17. In summary, Plaintiffs' right to relief is clear, relief is necessary to prevent an injury which cannot be compensated by damages, and a greater injury will occur from refusing the Injunction than from granting it.

18. Plaintiffs specifically aver the necessity for an Injunction predicated upon the following:

a. Enforcement of the Ordinance would impose actual harm on property owners abutting or in close proximity to the Property, while negatively affecting the health, safety, and welfare of Plaintiffs;

b. Enforcement of the Ordinance would deprive Plaintiffs of the rights guaranteed by the Environmental Rights Clause of the Pennsylvania Constitution, Article I, Section 27;

c. Enforcement of the Ordinance would clearly violate the Conservation Easements;

d. Enforcement of the Ordinance would violate the common-law public trust doctrine;

e. Enforcement of the Ordinance is impossible without approval of the Orphans' Court pursuant to the Donated or Dedicated Property Act;

f. Enforcement of the Ordinance is a violation of the Pennsylvania Constitution, Article I, Section 27; and

g. Termination of the Conservation Easements would violate the public trust doctrine and be an unlawful assent to the disposition of public property without approval of the Orphans' Court pursuant to the Donated or Dedicated Property Act.

h. On September 11, 2023, Lower Saucon Township received from the Bethlehem Landfill Company a Land Development Plan entitled: "Phase V Preliminary Land Development and Lot Consolidation Plan." On September 13, 2023, members of Lower Saucon Township Council were notified. The aforesaid Land Development Plan proposed implementation of Ordinance No. 2023-05 for the development of landfill and waste disposal facilities upon the lands rezoned and encumbered by the Conservation Easements and Woodlands Easement.

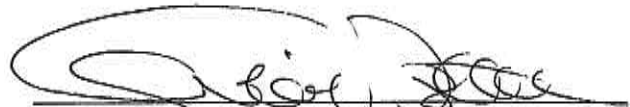
WHEREFORE, Plaintiffs hereby request Preliminary Injunction in their favor and against Defendants, and respectfully request your Honorable Court to enter the following preliminary injunctive relief:

A. Enjoining the Township from enforcing the Ordinance without approval of the Orphans' Court pursuant to the Donated or Dedicated Property Act.



- B. Enjoining the Township from terminating the Conservation Easements.
- C. Enjoining the Township from enforcing Resolution No. 58-2023 and implementing the provisions of the Amended and Restated Host Community Agreement.
- D. Enjoining the Township from further consideration of Bethlehem Landfill Company's pending Land Development Plan which is seeking subdivision and land development approval for landfill and waste disposal facility activities upon lands encumbered by the Conservation Easements and Woodlands Easement.

**Respectfully submitted,**



**GARY NEIL ASTEAK, ESQUIRE**

**ID: 19233**

**726 Walnut Street**

**Easton, PA 18042**

**(610) 258-2901**

**asteaklaw@gmail.com**

**Attorney for Plaintiffs**

**VERIFICATION**

We, Bruce Petrie and Ginger Petrie, being duly sworn according to law, depose and say that the facts set forth in the foregoing Petition for Preliminary Injunctive Relief are true and correct to the best of our knowledge, information and belief. We understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. 4904 relating to unsworn falsification to authorities.

DATED: Sept. 14, 2023

  
\_\_\_\_\_  
**BRUCE PETRIE**

DATED: Sept. 14, 2023

  
\_\_\_\_\_  
**GINGER PETRIE**

**VERIFICATION**

We, Andrew G. Krasnansky and Tina-Louise Krasnansky, being duly sworn according to law, depose and say that the facts set forth in the foregoing Petition for Preliminary Injunctive Relief are true and correct to the best of our knowledge, information and belief. We understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. 4904 relating to unsworn falsification to authorities.

DATED: Sept. 14, 2023

  
\_\_\_\_\_  
**ANDREW G. KRASNANSKY**

DATED: Sept. 14, 2023

  
\_\_\_\_\_  
**TINA-LOUISE KRASNANSKY**

VERIFICATION

We, Robert Duane Blasko and Elizabeth A. Blasko, being duly sworn according to law, depose and say that the facts set forth in the foregoing Petition for Preliminary Injunctive Relief are true and correct to the best of our knowledge, information and belief. We understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. 4904 relating to unsworn falsification to authorities.

DATED: Sept. 6<sup>th</sup>, 2023

  
ROBERT DUANE BLASKO

DATED: Sept. 13, 2023

  
ELIZABETH A. BLASKO

**VERIFICATION**

We, Robert McKellin and Cynthia McKellin, being duly sworn according to law, depose and say that the facts set forth in the foregoing Petition for Preliminary Injunctive Relief are true and correct to the best of our knowledge, information and belief. We understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. 4904 relating to unsworn falsification to authorities.

DATED: Sept. 15, 2023

  
\_\_\_\_\_  
**ROBERT McKELLIN**

DATED: Sept. 15, 2023

  
\_\_\_\_\_  
**CYNTHIA McKELLIN**

IN THE COURT OF COMMON PLEAS OF NORTHAMPTON COUNTY, PENNSYLVANIA  
CIVIL DIVISION

BRUCE PETRIE and GINGER PETRIE, :  
ANDREW G. KRASNANSKY and : NO. C0048CV2023- *6089*  
TINA-LOUISE KRASNANSKY, :  
ROBERT DUANE BLASKO and :  
ELIZABETH A. BLASKO, and : DECLARATORY JUDGMENT/EQUITY  
ROBERT McKELLIN and CYNTHIA :  
McKELLIN, :  
Plaintiffs :

v.

LOWER SAUCON TOWNSHIP, :  
BETHLEHEM LANDFILL COMPANY, :  
& IESI PA BETHLEHEM LANDFILL :  
CORPORATION :  
Defendants :

COPY

FILED  
2023 APR 14 PM 2:23  
COURT OF COMMON PLEAS  
NORTHAMPTON COUNTY, PA

**NOTICE TO DEFEND**

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claims or relief requested by the plaintiffs. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

LAWYER REFERRAL SERVICE  
P.O. Box 4733  
EASTON, PENNSYLVANIA 18042  
TELEPHONE: 610-258-6333

**Exhibit "A"**

IN THE COURT OF COMMON PLEAS OF NORTHAMPTON COUNTY, PENNSYLVANIA  
CIVIL DIVISION

BRUCE PETRIE and GINGER PETRIE, :  
ANDREW G. KRASNANSKY and : NO. C0048CV2023-  
TINA-LOUISE KRASNANSKY, :  
ROBERT DUANE BLASKO and :  
ELIZABETH A. BLASKO, and : DECLARATORY JUDGMENT/EQUITY  
ROBERT McKELLIN and CYNTHIA :  
McKELLIN, :  
Plaintiffs :

v.

LOWER SAUCON TOWNSHIP, :  
BETHLEHEM LANDFILL COMPANY, :  
& IESI PA BETHLEHEM LANDFILL :  
CORPORATION :  
Defendants :

COPY

COMPLAINT

AND NOW comes, Plaintiffs, by and through their counsel, Gary Neil Asteak, Esquire and they hereby file the instant Complaint and in support thereof they aver as follows:

PARTIES

1. Plaintiffs are adult individuals identified as follows:

- i. Bruce Petrie and Ginger Petrie  
2626 Redington Road, Hellertown, PA 18055
- ii. Andrew G. Krasnansky and Tina-Louise Krasnansky  
2430 Applebutter Road, Hellertown, PA 18055
- iii. Robert Duane Blasko and Elizabeth A. Blasko  
2510 Redington Road, Hellertown, PA 18055
- iv. Robert McKellin and Cynthia McKellin  
2166 Kistler Avenue, Bethlehem, PA 18015

2. Defendant is Lower Saucon Township (hereinafter referred to as the "Township"), a Second-Class Township organized and existing pursuant to the Second-Class Township Code,

53 P.S. §65101 *et. seq.* and an Optional Plan of Government in accordance with the Home Rule Charter and Optional Plans Law, 53 Pa.C.S. §2901 *et. seq.*, with an address at 3700 Old Philadelphia Pike, Bethlehem, PA 18015.

3. Defendant is the Bethlehem Landfill Company, a foreign business corporation organized and existing pursuant to the laws of the State of Delaware with principal corporate offices at 3 Waterway Square, PL, the Woodlands, TX 77380, and doing business in the County of Northampton, Commonwealth of Pennsylvania, with local operations and offices at 2335 Applebutter Road, Bethlehem, PA 18015.

4. Defendant is IESI PA Bethlehem Landfill Corporation, a foreign business corporation organized and existing pursuant to the laws of the State of Delaware with principal corporate offices at 3 Waterway Square, PL, the Woodlands, TX 77380, and doing business in the County of Northampton, Commonwealth of Pennsylvania, with local operations and offices at 2335 Applebutter Road, Bethlehem, PA 18015.

5. Defendants Bethlehem Landfill Company and IESI PA Bethlehem Landfill Corporation will be referred to collectively as the (“Landfill”).

#### JURISDICTION AND VENUE

6. Each and every preceding averment is incorporated herein by reference as though the same was set forth herein at length.

7. The Northampton County Court of Common Pleas has subject matter jurisdiction over each and every count contained in this Complaint.

8. The Northampton County Court of Common Pleas has personal jurisdiction over the Township and the Landfill as the Township and Landfill are located within Northampton County and all conduct business within Northampton County, Pennsylvania.



9. Venue is proper in the Northampton County Court of Common Pleas as the Township and Landfill are located within Northampton County and the underlying transaction, occurrences, and property at issue are located within Northampton County.

**OPERATIVE FACTS**

10. Each and every preceding averment is incorporated herein by reference as though the same was set forth herein at length.

11. On December 21, 2022, the Township Council adopted Ordinance No. 2022-02 amending the Lower Saucon Township Zoning Ordinance and rezoning approximately 275.7 acres of land (the “Property”) from the Rural Agricultural (RA) zoning designation to the Light Industrial (LI) zoning designation.

12. Plaintiffs are Lower Saucon Township residents and taxpayers, owners of property adjacent to and in close proximity to the Property, regular users of the Delaware and Lehigh Canal National Heritage Corridor and State Heritage Park, and third party beneficiaries to the character and scenic nature of the Property.

13. Ordinance No. 2022-02 also added landfills and waste disposal facilities as uses permitted by Conditional Use.

14. The Property consists of the following seven (7) Northampton County Tax Map parcels:

Parcel Identifier	Size (Acres)
N8-14-1-0719E	61.4
N8-14-1A-0719	.33
N8-14-1B-0719	.36
N8-14-1B-0719	.45
N8-14-2-0719E	140.3
N8-14-15-0719	89.37
P7-5-33-0719 <sup>1</sup>	224.03

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<sup>1</sup> Only 5.8 acres of this parcel was proposed to undergo a zoning change.

15. The Property is owned entirely by the Landfill.

16. The majority of the Property is encumbered by a pair of substantively identical Scenic and Conservation Easements (collectively the “**Conservation Easements**”) which serve to preserve approximately 208 acres of the Property for scenic and conservation purposes and which specifically preclude landfill activities. The Conservation Easements are filed in the Northampton County Recorder of Deeds at Vol. 1994-6, Pg. 102081 (“**Easement 1**”) and Vol. 1994-6 Pg. 102074 (“**Easement 2**”). See Exhibit “A” and Exhibit “B”.

17. Approximately eight (8) acres of the Property along the Southern boundary are also subject to a 100’ woodlands protection easement (the “**Woodland Easement**”) intended to preserve undisturbed woodlands except for the limited purposes of culling dead trees and promoting healthy tree growth. See Exhibits “A”, “B”, and “C”.

18. The Conservation Easements and Woodland Easement are applicable to the Property as follows:

Parcel Identifier	Size (Acres)	Easements
N8-14-1-0719E	61.4	Entire Parcel [Easement 1]  8 Acres [Woodlands Easement]
N8-14-1A-0719	.33	Entire Parcel [Easement 1]
N8-14-1B-0719	.36	Entire Parcel [Easement 1]
N8-14-1B-0719	.45	Entire Parcel [Easement 1]
N8-14-2-0719E	140.3	Entire Parcel [Easement 2]
N8-14-15-0719	89.37	None.
P7-5-33-0719	224.03	None.

19. The areas affected by the Conservation Easements and Woodland Easement are depicted on the map attached hereto as Exhibit “D”.

20. The City of Bethlehem owned the Property at the time the Conservation Easement and Woodland Easement were established.

21. At that time, the City of Bethlehem operated a landfill on the land adjacent to the Property.

22. The Conservation Easements and Woodland Easement were established for the purposes of protecting the land subject to the easements and for ensuring that relevant portions of the Property would serve as a buffer to the landfill activities in perpetuity. See Exhibit "A" and Exhibit "B" at pg. 1.

23. The City of Bethlehem specifically described the land subject to the Conservation Easements and Woodland Easement as buffer land intended to shield the portions of the Property subject to the Conservation Easements and Woodland Easement from the northern most operations of the Bethlehem Landfill in perpetuity. See Id.

24. The Conservation Easements, as well as the Woodland Easement, which is incorporated into Easement 1, run with the land and have been serving their intended purpose and benefiting the public since 1994. Id. at ¶8, stating in full:

The restrictions and easements shall constitute a covenant running with the all of the property described herein *and shall be binding upon the City and all other persons and parties claiming through the City herein, and for the benefit of and limitation upon all future owners of said land and premises*, this declaration of restrictions being designed for the purposes of assuring the preservation of the Delaware and Lehigh Canal National Heritage Corridor and State Heritage Park; and during such operation of the Landfill to as great a degree as possible, to preserve the original character and scenic nature of the land (emphasis added).

25. A portion of the Property subject to the Conservation Easements and Woodland Easement, Northampton County Parcel No. N8-14-1 & N8-14-2, was transferred by the City of Bethlehem to the Bethlehem Landfill Company by deed recorded September 30, 2022.

26. A portion of the Property subject to the Conservation Easements, Northampton County Parcel No. N8-14-15, was transferred by Genon Rema, LLC, to the Bethlehem Landfill Company by deed recorded on April 30, 2020.

27. By the specific language of the Conservation Easements and Woodland Easement, the easements serve as a “limitation upon all future owners of said land.”

28. The Conservation Easements, as well as the Woodland Easement, prohibit any activity not explicitly permitted therein as well as any activities that may in any way be in contradiction to the guidelines and rules of the Delaware and Lehigh Canal National Heritage Corridor and State Heritage Park. *Id.* at ¶6.

29. The Landfill filed a Conditional Use Application pursuant to Ordinance No. 2022-02 on or about January 3, 2023, with the intention of expanding current landfill operations to approximately 189 acres of the Property.

30. The Conditional Use Application requested that the Township “release or waive” the Conservation Easements.

31. Several months of Conditional Use hearings occurred and it became clear that the Landfill would not be able to meet the standards of Ordinance No. 2022-02.

32. On January 13, 2023, Plaintiffs filed a Procedural Validity Challenge to Ordinance No. 2022-02 which was docketed with this Honorable Court at No. 2023-00335.

33. On May 08, 2023, the Honorable Abraham P. Kassis entered an Order granting Plaintiffs’ Procedural Validity Challenge and declaring Ordinance No. 2022-02 *void ab initio*.

34. The Township and the Landfill filed a Notice of Appeal to the Order of Judge Kassis on June 06, 2023, and the matter is pending in the Commonwealth Court of Pennsylvania.

35. On March 21, 2023, Plaintiffs filed a Substantive Validity Challenge to Ordinance No. 2022-02 which was docketed with this Honorable Court at No. 2023-01779.

36. The Substantive Validity Challenge was indefinitely stayed on June 21, 2023, pending the outcome of the appeal of the Procedural Validity Challenge.

37. On July 11, 2023, in response to the Order of Judge Kassis and the failure of the Landfill to meet the conditional use standards of Ordinance No. 2022-02, the Township authorized Ordinance No. 2023-05 (the “Ordinance”) to be advertised for a hearing by a vote of 3-2.

38. The Ordinance proposes to rezone the Property from the Rural Agricultural (RA) zoning designation to Light Industrial (LI) and reclassifies landfills and waste disposal facilities from *uses permitted by Special Exception* to *uses permitted by-right*. See Exhibit “E”.

39. The Ordinance would effectively ensure the Landfill would be able to expand landfill activities to the Property with no local oversight or planning considerations.

40. The Township has scheduled a hearing on the Ordinance for August 30, 2023, and is expected to pass the Ordinance despite public opposition and despite the existence of the Conservation Easements.

**COUNT I - DECLARATORY JUDGMENT**  
**Plaintiffs v. Landfill**

41. Each and every preceding averment is incorporated herein by reference as though the same was set forth herein at length.

42. The Declaratory Judgment Act grants this Honorable Court the power to declare rights, status, and other legal relations. 42 Pa.C.S.A. §7532.

43. A Declaratory Judgment issued pursuant to the Declaratory Judgment Act is appropriate to determine the legal rights of individuals when there are claims indicating imminent and inevitable litigation. 42 Pa.C.S.A. §§7531-7541.

44. Plaintiffs are third-party beneficiaries of the Conservation Easements and regular users of the Lehigh Canal National Heritage Corridor and State Heritage Park who enjoy the use of the trail and scenic views which would be destroyed by landfilling activities that would be visible from the trail.

45. The Conservation Easements were granted to the Township by the City for the purposes of protecting the Property and for ensuring the Property serves as a buffer to landfill activities for the benefit of the public.

46. The Conservation Easements prohibit any activity not explicitly permitted therein or any activities that may in any way be in contradiction to the guidelines and rules of the Delaware and Lehigh Canal National Heritage Corridor and State Heritage Park.

47. The expansion of landfill activities would be an express violation of the Conservation Easements and deprive Plaintiffs and those similarly situated with the use and enjoyment of the resources afforded by the Lehigh Canal National Heritage Corridor and State Heritage Park.

48. Litigation in this matter is imminent.

**WHEREFORE,** Plaintiffs hereby requests judgment in their favor, and against Defendants, and respectfully requests this Honorable Court to enter the following declaratory relief:

(a) Declaring that Plaintiffs are third-party beneficiaries of the Conservation Easements.

- (b) Declaring that the Conservation Easements prohibit the expansion of landfill activities to the relevant portions of the Property.
- (c) Declaring that the Landfill may not expand landfill activities to the relevant portions of the Property.
- (d) Declaring that the Property is the subject of the Donated or Dedicated Property Act and that the Property may not be used for any purpose inconsistent with the Conservation Easements without approval of the Orphans' Court.
- (e) Any further relief this Honorable Court deems just and proper.

**COUNT II - DECLARATORY JUDGMENT**  
**Plaintiffs v. Township**

49. Each and every preceding averment is incorporated herein by reference as though the same was set forth herein at length.

50. The Declaratory Judgment Act grants this Honorable Court the power to declare rights, status, and other legal relations. 42 Pa.C.S.A. §7532.

51. A Declaratory Judgment issued pursuant to the Declaratory Judgment Act is appropriate to determine the legal rights of individuals when there are claims indicating imminent and inevitable litigation. 42 Pa.C.S.A. §§7531-7541.

52. Plaintiffs are third-party beneficiaries of the Conservation Easements and regular users of the Lehigh Canal National Heritage Corridor and State Heritage Park who enjoy the use of the trail and scenic views which would be destroyed by landfilling activities that would be visible from the trail.

53. The Conservation Easements were granted to the Township by the City for the purposes of protecting the Property and for ensuring the Property serves as a buffer to landfill activities for the benefit of the public.

54. The Conservation Easements prohibit any activity not explicitly permitted therein or any activities that may in any way be in contradiction to the guidelines and rules of the Delaware and Lehigh Canal National Heritage Corridor and State Heritage Park.

55. As a Second-Class Township, the Township is subject to the requirements of the Donated or Dedicated Property Act, 53 P.S. §3381, *et. seq* (the “DDPA”).

56. The DDPA requires the Township, as fiduciary and trustee of property which is donated or dedicated to the public trust, to seek permission from the Orphans’ Court before it can assent to any change in the public use of that property.

57. The DDPA requires the Township to prove the public use is no longer (1) feasible and (2) that the use no longer serves a public purpose.

58. The DDPA allows the public and the Attorney General to participate and oppose any proposed change in public use.

59. The Conservation Easements are incorporeal property rights held by the Township which have been dedicated to the public trust and imbued with a public interest since 1994.

60. The Township has not sought permission from the Orphans’ Court to rezone the Property to expressly permit landfill activities in violation of the Conservation Easements.

61. The Township has not sought permission from the Orphans’ Court to “terminate” or “release” the Conservation Easements.

62. The Township has a legal obligation to seek permission from the Orphans’ Court pursuant to the DDPA.

63. Litigation in this matter is imminent.



WHEREFORE, Plaintiffs hereby requests judgment in their favor, and against Defendants, and respectfully requests this Honorable Court to enter the following declaratory relief:

- (a) Declaring that Plaintiffs are third-party beneficiaries of the Conservation Easements.
- (b) Declaring that the Township is not authorized to terminate the Conservation Easements.
- (c) Declaring that the Township is subject to the Donated or Dedicated Property Act and cannot rezone the Property or take any other action inconsistent with the Conservation Easements without approval of the Orphans' Court of Northampton County.
- (d) Any such other relief that this Honorable Court deems just and proper.

**COUNT III – INJUNCTION**  
**Plaintiff v. Township**

64. Each and every preceding averment is incorporated herein by reference as though the same was set forth herein at length.

65. Plaintiffs have a substantial, direct, and immediate interest in the instant matter due to their proximity to the Property and their use and enjoyment of the scenic resources as both users and intended beneficiaries of the Conservation Easements.

66. For permanent injunctive relief, the following must be present: (1) the right to relief must be clear; (2) the relief is necessary to prevent an injury which cannot be compensated by damages; and (3) greater injury will occur from refusing the injunction than from granting it. First Philadelphia Preparatory Charter Sch. v. Commonwealth Dep't of Educ., 179 A.3d 128, 132 (Pa. Cmwlth. 2018).

67. An injunction to prevent the adoption and enforcement of the Ordinance and the termination of the Conservation Easements is necessary for the following reasons:

- a. Adoption and enforcement of the Ordinance would impose actual harm on property owners abutting or in close proximity to the Property, while negatively affecting the health, safety, and welfare of Plaintiffs;
- b. Adoption and enforcement of the Ordinance would deprive Plaintiffs of the rights guaranteed by the Environmental Rights Clause of the Pennsylvania Constitution, Article I, Section 27;
- c. Adoption and enforcement of the Ordinance would clearly violate the Conservation Easements;
- d. Adoption and enforcement of the Ordinance would violate the common-law public trust doctrine;
- e. Adoption and enforcement of the Ordinance is impossible without approval of the Orphans' Court pursuant to the Donated or Dedicated Property Act;
- f. Adoption and enforcement of the Ordinance is a violation of the Pennsylvania Constitution, Article I, Section 27; and
- g. Termination of the Conservation Easements would violate the public trust doctrine and be an unlawful assent to the disposition of public property without approval of the Orphans' Court pursuant to the Donated or Dedicated Property Act.

68. Plaintiffs' legal right to relief is clear.

69. Monetary damages are inadequate to prevent the above-cited injuries.

70. Greater injury will occur by denying the request relief than by granting the requested relief.

WHEREFORE, Plaintiffs hereby requests judgment in their favor, and against Defendants, and respectfully requests this Honorable Court to enter the following injunctive relief:

- a. Enjoining the Township from adopting or enforcing the Ordinance without approval of the Orphans' Court pursuant to the Donated or Dedicated Property Act.
- b. Enjoining the Township from terminating the Conservation Easements.
- c. Enjoining the Township from adopting or enforcing any Ordinance purporting to authorize uses other than those permitted by the Conservation Easements and from taking any further action inconsistent with the Conservation Easements without approval of the Orphans' Court pursuant to the Donated or Dedicated Property Act.

**COUNT IV – INJUNCTION**  
**Plaintiff v. Landfill**

71. Each and every preceding averment is incorporated herein by reference as though the same was set forth herein at length.

72. Plaintiffs have a substantial, direct, and immediate interest in the instant matter due to their proximity to the Property and the protections of the Conservation Easements.

73. For permanent injunctive relief, the following must be present: (1) the right to relief must be clear; (2) the relief is necessary to prevent an injury which cannot be compensated by damages; and (3) greater injury will occur from refusing the injunction than from granting it. First Philadelphia Preparatory Charter Sch. v. Commonwealth Dep't of Educ., 179 A.3d 128, 132 (Pa. Cmwlth. 2018).

74. An injunction to prevent the expansion of landfill activities to the Property is necessary to preserve the intended purpose of the Conservation Easements.

75. Plaintiffs' legal right to relief is clear.

76. Monetary damages are inadequate to prevent the above-cited injuries.

77. Greater injury will occur by denying the request relief than by granting the requested relief.

**WHEREFORE**, Plaintiffs hereby requests judgment in their favor, and against Defendants, and respectfully requests this Honorable Court to enter the following injunctive relief:

- a. Enjoining the Landfill from expanding landfill activities to the relevant portions of the Property.
- b. Entering any other such relief that this Honorable Court deems just and proper.
- c. Enjoining the Township from adopting the Ordinance or any Ordinance purporting to authorize uses other than those permitted by the Conservation Easements and from

taking any other action inconsistent with the Conservation Easements without approval of the Orphans' Court pursuant to the Donated or Dedication Property Act.

- d. Requiring the Township to provide notice to Plaintiffs if it commences an action in the Orphans' Court of Northampton County pursuant to the Donated or Dedicated Property Act relating to the Property or Conservation Easements.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Gary Neil Asteak", is written over a horizontal line.

GARY NEIL ASTEAK, ESQUIRE

ID: 19233

726 Walnut Street

Easton, PA 18042

(610) 258-2901

[asteaklaw@gmail.com](mailto:asteaklaw@gmail.com)

Attorney for Plaintiffs

VERIFICATION

We, Bruce Petrie and Ginger Petrie, being duly sworn according to law, depose and say that the facts set forth in the foregoing Complaint are true and correct to the best of our knowledge, information and belief. We understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. 4904 relating to unsworn falsification to authorities.

DATED: August 10, 2023

  
\_\_\_\_\_  
BRUCE PETRIE

DATED: August 10, 2023

  
\_\_\_\_\_  
GINGER PETRIE

VERIFICATION

We, Andrew G. Krasnansky and Tina-Louise Krasnansky, being duly sworn according to law, depose and say that the facts set forth in the foregoing Complaint are true and correct to the best of our knowledge, information and belief. We understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. 4904 relating to unsworn falsification to authorities.

DATED: August 10, 2023

  
ANDREW G. KRASNANSKY

DATED: August 10, 2023

  
TINA-LOUISE KRASNANSKY

VERIFICATION

We, Robert Duane Blasko and Elizabeth A. Blasko, being duly sworn according to law, depose and say that the facts set forth in the foregoing Complaint are true and correct to the best of our knowledge, information and belief. We understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. 4904 relating to unsworn falsification to authorities.

DATED: August 13, 2023

  
ROBERT DUANE BLASKO

DATED: August 13, 2023

  
ELIZABETH A. BLASKO

VERIFICATION

We, Robert McKellin and Cynthia McKellin, being duly sworn according to law, depose and say that the facts set forth in the foregoing Complaint are true and correct to the best of our knowledge, information and belief. We understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. 4904 relating to unsworn falsification to authorities.

DATED: August 12, 2023

  
ROBERT McKELLIN

DATED: August 12, 2023

  
CYNTHIA McKELLIN



Exhibit "A"



RECORDERS OFFICE  
NORTHAMPTON COUNTY  
PENNSYLVANIA  
INSTRUMENT NUMBER  
1994016328  
RECORDED ON  
APR 22, 1994  
2:52:30 PM  
STATE WAIT TAX \$ 0.50  
RECORDING FEES \$ 23.00  
TOTAL \$23.50

SCENIC AND CONSERVATION EASEMENT  
FORMER HELMS PROPERTY

ADJACENT TO CITY OF BETHLEHEM LANDFILL

WHEREAS, the City of Bethlehem ("City") and the Township of Lower Saucon ("Township") desire to cooperate in the proper expansion of the City of Bethlehem Landfill ("Landfill") located on Applebutter Road in the Township; and

WHEREAS, the City and Township have agreed in Section III - Intergovernmental Issues, Item 4, that the City buffer land purchased on the North side of the Landfill, i.e., the former Helms property, should be protected with a conservation and scenic easement; and

WHEREAS, the City and Township have agreed that the City is allowed ingress, egress and regress over the easement area to perform groundwater testing and pollution abatement projects.

NOW, THEREFORE, IT IS AGREED:

1. That the consideration for this agreement is the mutual covenants and promises contained herein.
2. That the City grants to the Township a restrictive easement for scenic and conservation purposes on the tract of approximately sixty-six (66) acres as more fully described in the exhibits attached hereto and marked as Exhibits "3" and "4."
3. The City recognizes the area as identified above is zoned "RA" and will only perform those activities permitted in such zoning, and in accordance with any amendments by which the City or its successors are obligated to comply in accordance with the provisions of the Municipalities Planning Code and applicable state law. The City further agrees it will not engage in any landfill activities on the property. The City and the Township recognize, however, that the City retains the right and permission to undertake groundwater testing activities and water pollution abatement activities on this property.

Also Known As Northampton County;

Uniform Parcel Identifier:

Map NS Block 14 Lot 1

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012081

Exhibit "A"

4. The City has granted (Supplemental Agreement, City and Township, Item 14) a woodlands protection easement for approximately eight (8) acre area as attached as Exhibits "1" and "2," hereto. The woodlands protection easement provides that the woodlands shall be preserved as undisturbed woodlands, except for the removal of dead or diseased trees, and/or except for normal removal of trees for prudent forest management to allow for proper tree growth. The City shall retain the rights of ingress, egress and regress over the easement area, and the further right to perform groundwater testing and abatement in the easement area.

5. Surface mining and other extractive activities are strictly prohibited on the easement area.

6. The City of Bethlehem shall not perform any activity other than those stated in this easement agreement or any activity that may in any way be in contradiction to the guidelines and rules of the Delaware and Lehigh Canal National Heritage Corridor and State Heritage Park.

7. The City shall retain the right to exclude any member of the public from trespassing on the easement area.

8. The restrictions and easements shall constitute a covenant running with all of the property described herein and shall be binding upon the City and all other persons and parties claiming through the City herein, and for the benefit of and limitation upon all future owners of said land and premises, this declaration of restrictions being designed for the purposes of assuring the preservation of the Delaware and Lehigh Canal National Heritage Corridor and State Heritage Park; and, during such operation of the Landfill to as great a degree as possible, to preserve the original character and scenic nature of the land.

9. The Township shall have the right to assign this restrictive easement with the prior written approval of the City, which said approval shall not be unreasonably withheld.

IN WITNESS WHEREOF, the undersigned have executed this

Easement on behalf of the City and the Township, intending to legally bind the parties to its terms.

CITY OF BETHLEHEM

William J. DeBartolo  
Controller  
MAR 16 1994

By: Kenneth R. Smith  
Kenneth R. Smith  
Mayor

TOWNSHIP OF LOWER SAUCON

Robert B. Anagnostis  
Secretary

By: Priscilla deLeon  
Priscilla deLeon  
President of Council

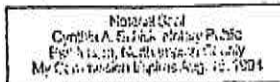
COMMONWEALTH OF PENNSYLVANIA)

: SS:  
COUNTY OF Northampton )

On this 16<sup>th</sup> day of March, 1994, before me,  
Cynthia A. Schick, the undersigned officer,  
personally appeared KENNETH R. SMITH, Mayor of the City of  
Bethlehem, Pennsylvania, known to me to be the person described  
in the foregoing instrument, and acknowledged that he executed  
the same in his official capacity therein stated and for the  
purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official  
seal.

Cynthia A. Schick



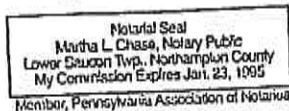
COMMONWEALTH OF PENNSYLVANIA)

: SS:  
COUNTY OF )

On this 16<sup>th</sup> day of March, 1994, before me,  
Martha L. Chase, the undersigned officer,  
personally appeared PRISCILLA deLEON, President of Council of the  
Township of Lower Saucon, Pennsylvania, known to me to be the  
person described in the foregoing instrument, and acknowledged  
that she executed the same in her official capacity therein  
stated and for the purposes therein contained.

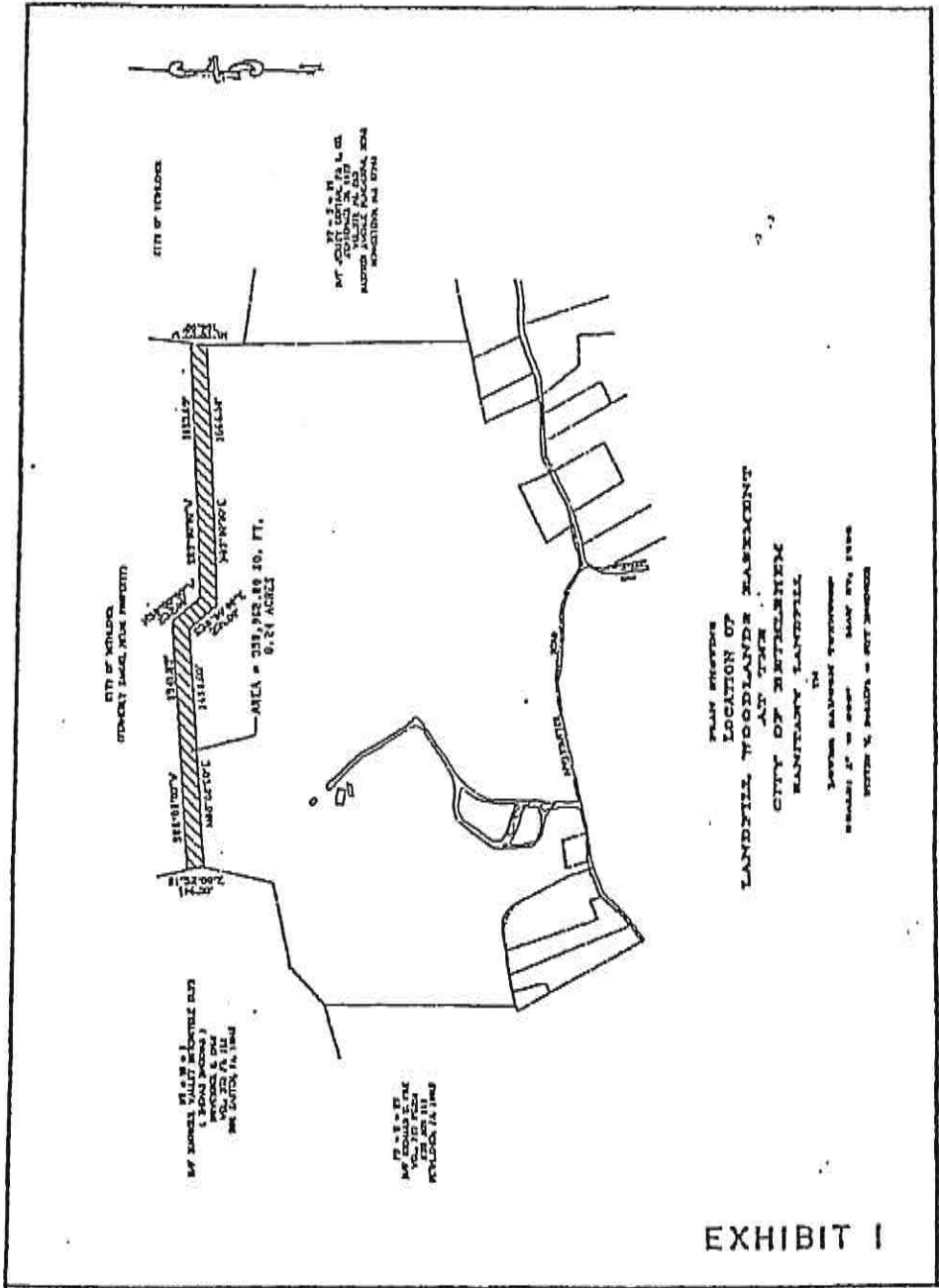
IN WITNESS WHEREOF, I have hereunto set my hand and official  
seal.

Martha L. Chase



VOL:1994-6

012084



PLAN SHOWS  
 LOCATION OF  
 WOODLANDS ELEMENTARY  
 IN THE  
 CITY OF KENTLAND,  
 KENTUCKY.

EXHIBIT I

DESCRIPTION OF  
LANDFILL WOODLANDS EASEMENT

All that certain portion of lot or parcel to be dedicated as a Landfill Woodlands Easement, located in Lower Saucon Township, County of Northampton, Commonwealth of Pennsylvania, bounded and described as follows to wit:

Beginning at a point along the northwardly property line of the original City of Bethlehem Landfill, being a common point between the Bushkill Valley Motorcycle Club, the former Samuel Helms property (now City of Bethlehem) and the original City of Bethlehem Landfill, thence in an eastwardly direction along the northwardly property line of the original City of Bethlehem Landfill, North Eighty-Eight Degrees Eight Minutes East (N 88°-08'-00"E ) One Thousand Four Hundred Eighty-Eight Feet (1,488.00') to a point, thence South Thirty-Eight Degrees East (S 38°-00'-00" E) Two Hundred Thirty-One Feet (231.00') to a point, thence North Eighty-Nine Degrees East (N 89°-00'-00" E) One Thousand Six Hundred Sixty-Six and Fifty One-Hundredths Feet (1,666.50') to a point, thence North One Degree West (N 01°-00'-00" W) One Hundred and Six Feet (106.00') to a point, thence South Eighty-Nine Degrees West (S 89°-00'-00" W) One Thousand Six Hundred Thirteen and Sixty-Five One-Hundredths Feet (1,613.65') to a point, thence North Thirty-Eight Degrees West (N 38°-00'-00" W) Two Hundred Thirty-Two Feet (232.00') to a point, thence South Eighty-Eight Degrees Eight Minutes West (S 88°-08'-00" W) One Thousand Five Hundred Forty-One and Eighty-Five One-Hundredths Feet (1,541.85') to a point, thence South One Degree Fifty-Two Minutes East (S 01°-52'-00" E) One Hundred Six Feet (106.00') to a point, said point being the point the place of beginning; containing 358,962.80 Sq. Ft. or 8.24 Acres.

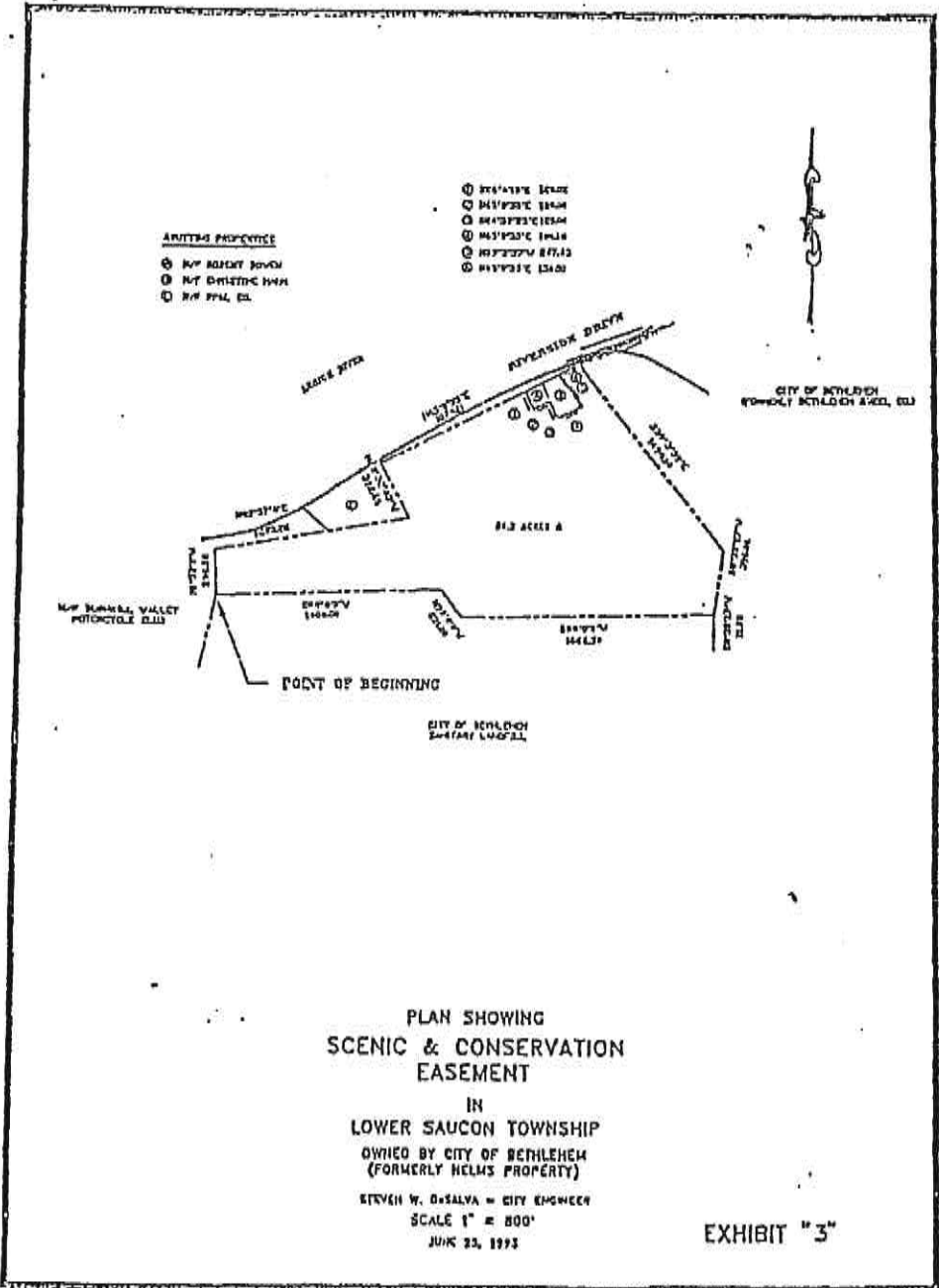
The entire One hundred and Six (106.00') Foot wide Woodland Easement is being Dedicated from the former Samuel Helms Property.

All of which is more fully shown upon the map or plan entitled " Plan Showing Location of Woodlands Easement at the City of Bethlehem Sanitary Landfill in Lower Saucon Township Scale 1" = 800' May 27, 1993 Steven W. DeSalva - City Engineer", a copy of which is on file in the office of the City Engineer of Bethlehem, Pennsylvania.

EXHIBIT 2

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012086



**ADJACENT PROPERTIES**

- ⊙ MAY BURNING VALLEY MOTORCYCLE CLUB
- ⊙ MT. CRYSTAL INN
- ⊙ R/W PPA, CO.

- ⊙ 874'x170' EASE
- ⊙ 141'x170' EASE
- ⊙ 141'x170' EASE
- ⊙ 141'x170' EASE
- ⊙ 141'x170' EASE
- ⊙ 141'x170' EASE

**PLAN SHOWING  
SCENIC & CONSERVATION  
EASEMENT**

**IN  
LOWER SAUCON TOWNSHIP  
OWNED BY CITY OF BETHLEHEM  
(FORMERLY HELMS PROPERTY)**

STEVEN W. D'SALVA - CITY ENGINEER  
SCALE 1" = 800'  
JUNE 23, 1993

**EXHIBIT "3"**



EXHIBIT "4"

DESCRIPTION OF  
SCENIC & CONSERVATION EASEMENT  
ON PROPERTY OF CITY OF BETHLEHEM  
(FORMERLY KNOWN AS THE SAMUEL HELMS PROPERTY)

All that certain lot or parcel of land to be dedicated as a Scenic & Conservation Easement, situate along the south side of Riverside Drive, in Lower Saucon Township, County of Northampton, Commonwealth of Pennsylvania, bounded and described as follows to wit:

Beginning at a point, said point being the northwest corner of the original City of Bethlehem Landfill, also being a common point between the Bushkill Valley Motorcycle Club, the original City of Bethlehem Landfill, and the southwest corner of the former Samuel Helms property (now the City of Bethlehem) the property described herein, thence in a northwardly direction North One Degree Fifty-two Minutes Zero Seconds West (N 01°52'00" W) Two Hundred Ninety-six and Fifty-eight One-Hundredths Feet (296.58') to a point, thence North Eighty Degrees Thirty-seven Minutes Four Seconds East (N 80°37'04" E) One Thousand Two Hundred Ninety-three and Twenty-eight One-Hundredths Feet (1,293.28') to a point, thence North Twenty-eight Degrees Thirty-two Minutes Forty-three Seconds West (N 28°32'43" W) Three Hundred Ninety-two and Sixty-six One-Hundredths Feet (392.66') to a point, thence North Sixty-five Degrees Zero Minutes Thirty-five Seconds East (N 65°00'35" E) One Thousand Seventy-nine and Eleven Hundredths Feet (1,079.11') to a point, thence South Twenty-six Degrees Four Minutes Fifteen Seconds East (S 26°04'15" E) One Hundred Twenty and Two One-Hundredths Feet (120.02') to a point, thence North Sixty-five Degrees Zero Minutes Twenty-five Seconds East (N 65°00'25" E) One Hundred Twenty Feet (120.00') to a point, thence South Twenty-four Degrees Fifty-nine Minutes Twenty-five Seconds East (S 24°59'25" E) One Hundred Twenty Feet (120.00') to a point, thence North Sixty-five Degrees Zero Minutes Thirty-five Seconds East (N 65°00'35" E) One Hundred Eighty and Eighteen One-Hundredths Feet (180.18') to a point, thence North Thirty-nine Degrees Three Minutes Fifty-nine Seconds West (N 39°03'59" W) Two Hundred Forty-seven and Forty-three One-Hundredths Feet (247.43') to a point, thence North Sixty-five Degrees Zero Minutes Thirty-five Seconds East (N 65°00'35" E) One Hundred Fifty Feet (150.00') to a point, thence South Thirty-nine Degrees Three Minutes Fifty-nine Seconds East (S 39°03'59" E) One Thousand Four Hundred Ninety-nine and Fourteen One-Hundredths Feet (1,499.14') to a point, thence South Eight Degrees Thirty-five Minutes Twenty-seven Seconds West (S 08°35'27" W) Three Hundred Ninety-six Feet (396.00') to a point, thence South Zero Degrees Thirty-Five Minutes Twenty-seven Seconds West (S 00°35'27" W) Twenty-one and Seventy-

eight One-Hundredths Feet (21.78') to a point, thence South Eighty-nine Degrees Zero Minutes Zero Seconds West (S 89°00'00" W) One Thousand Six Hundred Sixty-six and Fifty One-Hundredths Feet (1,666.50') to a point, thence North Thirty-eight Degrees Zero Minutes Zero Seconds West (N 38°00'00" W) Two Hundred Thirty-one Feet (231.00') to a point, thence South Eighty-eight Degrees Eight Minutes Zero Seconds West (S 88°08'00" W) One Thousand Four Hundred Eighty-eight Feet (1,488.00') to a point, said point being the point the place of beginning, containing 66.2 Acres ±.

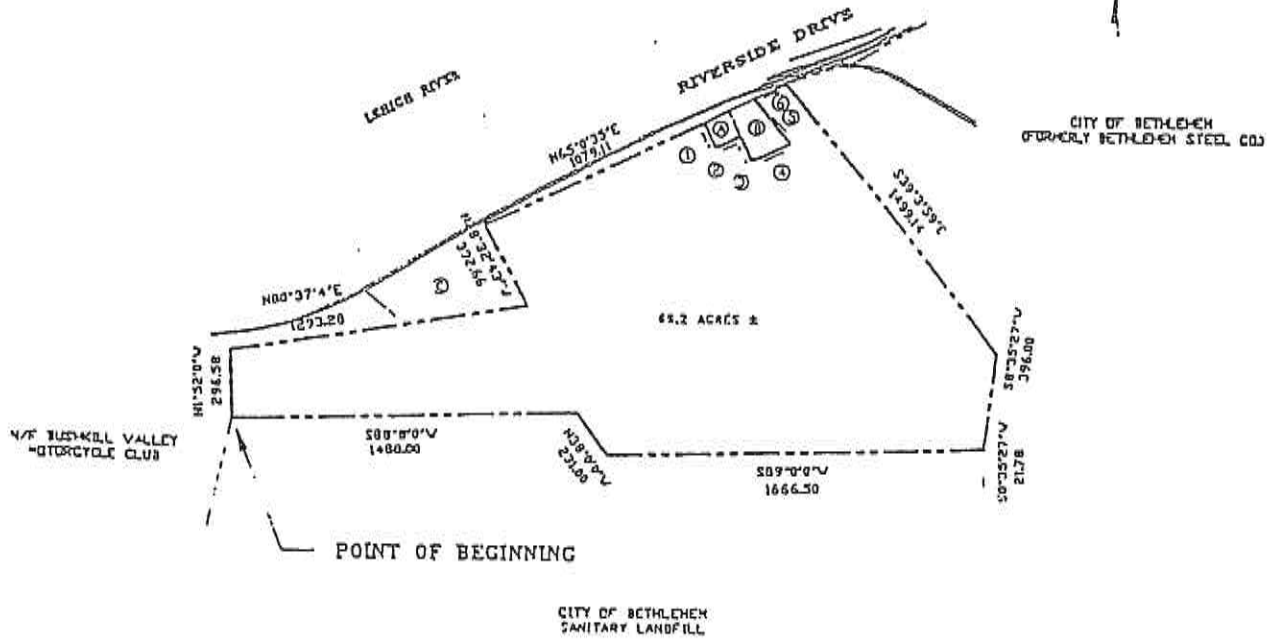
Bounded on the north by Riverside Drive, on the east by lands of City of Bethlehem (formerly Bethlehem Steel Co.), on the south by the City of Bethlehem Landfill and on the west by Bushkill Valley Motorcycle Club.

All of which is more fully shown upon the map or plan entitled "PLAN SHOWING SCENIC & CONSERVATION EASEMENT IN LOWER SAUCON TOWNSHIP OWNED BY THE CITY OF BETHLEHEM (FORMERLY HELMS PROPERTY) STEVEN W. DESALVA - CITY ENGINEER SCALE 1" = 800' JUNE 28, 1993 EXHIBIT "3", a copy of which is on file in the office of the City Engineer of Bethlehem, Pennsylvania.

ADJUTING PROPERTIES

- Ⓐ N/F ROBERT BOWEN
- Ⓑ N/F CHRISTINE HAHN
- Ⓒ N/F PPL CO.

- ① S26°47'3"E 120.02
- ② N63°0'33"E 120.00
- ③ S24°37'25"E 120.00
- ④ N63°0'33"E 100.10
- ⑤ N37°33'9" 247.43
- ⑥ N63°0'33"E 150.00



PLAN SHOWING  
SCENIC & CONSERVATION  
EASEMENT

IN  
LOWER SAUCON TOWNSHIP

OWNED BY CITY OF BETHLEHEM  
(FORMERLY HELMS PROPERTY)

STEVEN W. DeSALVA - CITY ENGINEER

SCALE 1" = 800'

JUNE 28, 1993

EXHIBIT "3"

DESCRIPTION OF  
SCENIC & CONSERVATION EASEMENT  
ON PROPERTY OF CITY OF BETHLEHEM  
(FORMERLY KNOWN AS THE SAMUEL HELMS PROPERTY)

All that certain lot or parcel of land to be dedicated as a Scenic & Conservation Easement, situate along the south side of Riverside Drive, in Lower Saucon Township, County of Northampton, Commonwealth of Pennsylvania, bounded and described as follows to wit:

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eight One-Hundredths Feet (21.78') to a point, thence South Eighty-nine Degrees Zero Minutes Zero Seconds West (S 89°00'00" W) One Thousand Six Hundred Sixty-six and Fifty One- Hundredths Feet (1,666.50') to a point, thence North Thirty-eight Degrees Zero Minutes Zero Seconds West (N 38°00'00" W) Two Hundred Thirty-one Feet (231.00') to a point, thence South Eighty-eight Degrees Eight Minutes Zero Seconds West (S 88°08'00" W) One Thousand Four Hundred Eighty-eight Feet (1,488.00') to a point, said point being the point the place of beginning, containing 66.2 Acres ±.

Bounded on the north by Riverside Drive, on the east by lands of City of Bethlehem (formerly Bethlehem Steel Co.), on the south by the City of Bethlehem Landfill and on the west by Bushkill Valley Motorcycle Club.

All of which is more fully shown upon the map or plan entitled "PLAN SHOWING SCENIC & CONSERVATION EASEMENT IN LOWER SAUCON TOWNSHIP OWNED BY THE CITY OF BETHLEHEM (FORMERLY HELMS PROPERTY) STEVEN W. DESALVA - CITY ENGINEER SCALE 1" = 800' JUNE 28, 1993 EXHIBIT "3", a copy of which is on file in the office of the City Engineer of Bethlehem, Pennsylvania.

COMMONWEALTH OF PENNSYLVANIA )

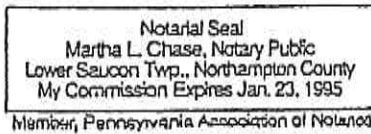
COUNTY OF )

: SS:

On this 12<sup>th</sup> day of November, 1993, before me, Martha L. Chase, a Notary Public, personally appeared Neil J. Ortwein who duly acknowledged himself to be the Acting President (title) of Lower Saucon Twp., and that he, as such Acting President (title), being authorized to do so, executed the foregoing instrument for the purpose therein contained, by signing the name of the Corporation by himself as Acting President (title).

WITNESS my hand and official seal.

Martha L. Chase



COMMONWEALTH OF PENNSYLVANIA )

COUNTY OF NORTHAMPTON )

: SS:

On this 12<sup>th</sup> day of November, 1993, before me, Cynthia A. Schick, the undersigned officer, personally appeared KENNETH R. SMITH, Mayor of the City of Bethlehem, Pennsylvania, known to me to be the person described in the foregoing instrument, and acknowledged that he executed the same in his official capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Cynthia A. Schick

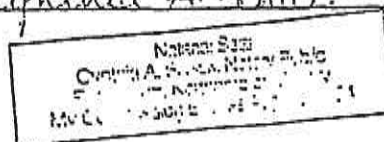


Exhibit "B"

RECORDERS OFFICE  
NORTHAMPTON COUNTY  
PENNSYLVANIA

INSTRUMENT NUMBER  
1994016325  
RECORDED ON  
APR 22, 1994  
2:50:52 PM  
STATE WAIT TAX \$ 0.50  
RECORDING FEES \$ 13.00  
TOTAL \$ 13.50



I hereby CERTIFY the A/C Recipient is recorded to the  
Record's Office of Northampton County, Pennsylvania.

*Ann L. Leiby*

SCENIC AND CONSERVATION EASEMENT

FORMER BETHLEHEM STEEL PROPERTY

ADJACENT TO CITY OF BETHLEHEM LANDFILL

WHEREAS, the City of Bethlehem ("City") and the Township of Lower Saucon ("Township") desire to cooperate in the proper expansion of the City of Bethlehem Landfill ("Landfill") located on Applebutter Road in the Township; and

WHEREAS, the City and Township have agreed in Section III - Intergovernmental Issues, Item 4, that the City buffer land purchased on the North side of the Landfill, i.e., the former Bethlehem Steel property, should be protected with a conservation and scenic easement; and

WHEREAS, the City and Township have agreed that the City is allowed ingress, egress and regress over the easement area to perform groundwater testing and pollution abatement projects.

NOW, THEREFORE, IT IS AGREED:

1. That the consideration for this agreement is the mutual covenants and promises contained herein.
2. That the City grants to the Township a restrictive easement for scenic and conservation purposes on the tract of approximately one hundred forty-two (142) acres as more fully described in the exhibits attached hereto and marked as Exhibits "1" and "2."
3. The City recognizes the area as identified above is zoned "RA" and will only perform those activities permitted in such zoning, and in accordance with any amendments by which the City or its successors are obligated to comply in accordance with the provisions of the Municipalities Planning Code and applicable state law. The City further agrees it will not engage in any landfill activities on the property. The City and the Township recognize, however, that the City retains the right and permission to undertake groundwater testing activities and water pollution abatement activities on this property.

Also Known As Northampton County,

Uniform Parcel Identifier:

Map NF Block 14 Lot 2

VOL:1994-8

012074

Exhibit "B"



4. The Township recognizes that the City police department operates a firing range and training facility on a portion of the parcel and that there further exists a gun club on a portion of the parcel. The Township agrees that such facilities and operations may continue in their present form and condition. In the event anyone wishes to modify the operations or facilities, such modification shall be undertaken in accordance with the Township ordinances. In the event the Township ordinances require approval of the modification, such approval shall not be unreasonably withheld.

5. Surface mining and other extractive activities are strictly prohibited on the easement area.

6. The City of Bethlehem shall not perform any activity other than those stated in this easement agreement or any activity that may in any way be in contradiction to the guidelines and rules of the Delaware and Lehigh Canal National Heritage Corridor and State Heritage Park.

7. The City shall retain the right to exclude any member of the public from trespassing on the easement area.

8. The restrictions and easements shall constitute a covenant running with all of the property described herein and shall be binding upon the City and all other persons and parties claiming through the City herein, and for the benefit of and limitation upon all future owners of said land and premises, this declaration of restrictions being designed for the purposes of assuring the preservation of the Delaware and Lehigh Canal National Heritage Corridor and State Heritage Park; and, during such operation of the Landfill to as great a degree as possible, to preserve the original character and scenic nature of the land.

9. The Township shall have the right to assign this restrictive easement with the prior written approval of the City, which said approval shall not be unreasonably withheld.

IN WITNESS WHEREOF, the undersigned have executed this

Easement on behalf of the City and the Township, intending to legally bind the parties to its terms.

William J. ...  
Controller  
MAR 16 1994

CITY OF BETHLEHEM

By: Kenneth R. Smith  
Kenneth R. Smith  
Mayor

Robert ...  
Secretary

TOWNSHIP OF LOWER SAUCON

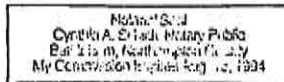
By: Priscilla deLeon  
Priscilla deLeon  
President of Council

COMMONWEALTH OF PENNSYLVANIA)  
COUNTY OF Northampton ) : SS:

On this 16<sup>th</sup> day of March, 1994, before me,  
Cynthia A. Schick, the undersigned officer,  
personally appeared KENNETH R. SMITH, Mayor of the City of  
Bethlehem, Pennsylvania, known to me to be the person described  
in the foregoing instrument, and acknowledged that he executed  
the same in his official capacity therein stated and for the  
purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official  
seal.

Cynthia A. Schick

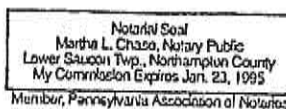


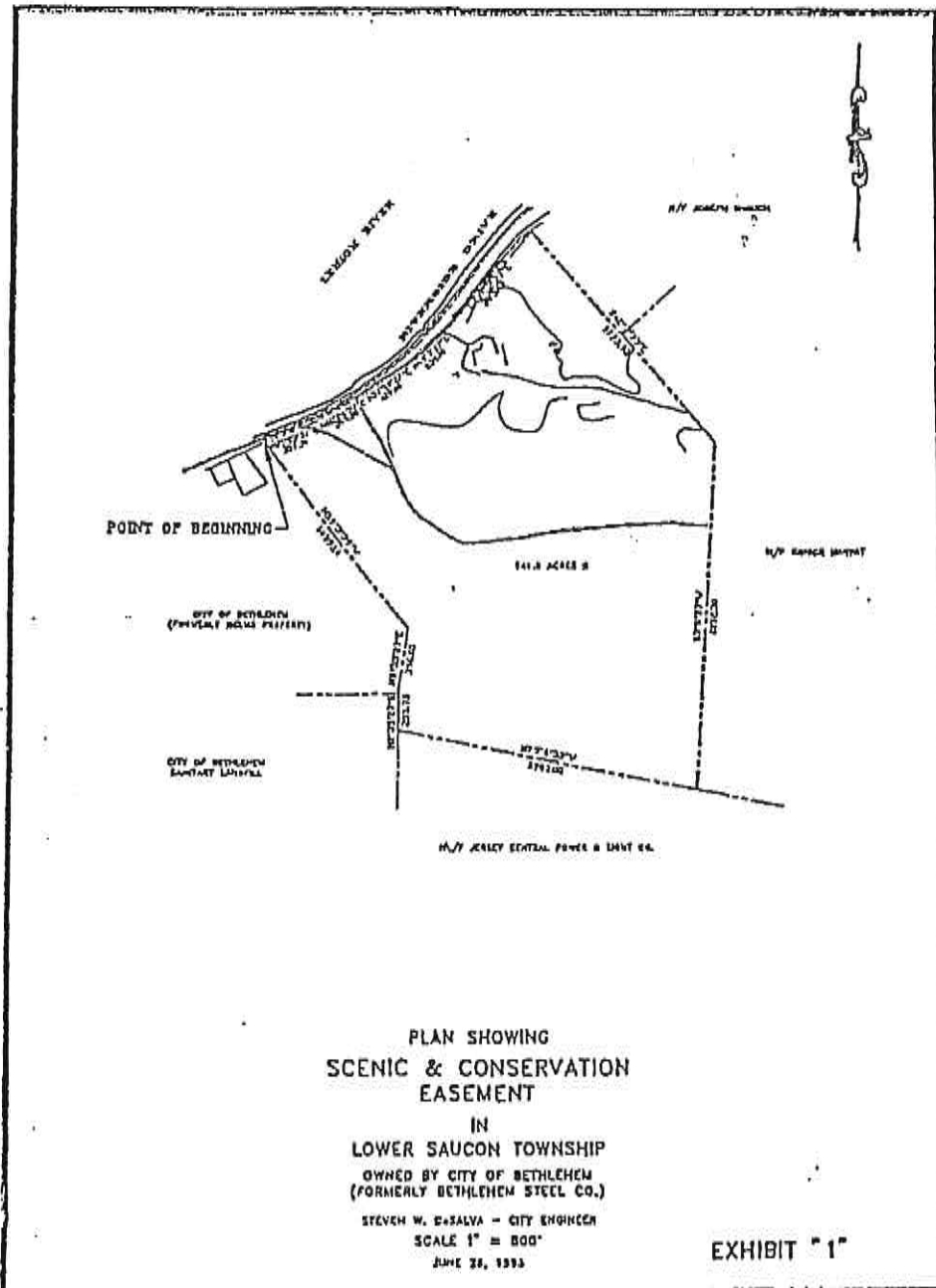
COMMONWEALTH OF PENNSYLVANIA)  
COUNTY OF ) : SS:

On this 16<sup>th</sup> day of March, 1994, before me,  
Martha L. Chase, the undersigned officer,  
personally appeared PRISCILLA deLEON, President of Council of the  
Township of Lower Saucon, Pennsylvania, known to me to be the  
person described in the foregoing instrument, and acknowledged  
that she executed the same in her official capacity therein  
stated and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official  
seal.

Martha L. Chase





PLAN SHOWING  
 SCENIC & CONSERVATION  
 EASEMENT

IN  
 LOWER SAUCON TOWNSHIP  
 OWNED BY CITY OF BETHLEHEM  
 (FORMERLY BETHLEHEM STEEL CO.)

STEVEN W. D'ASALVA - CITY ENGINEER  
 SCALE 1" = 800'  
 JUNE 28, 1993

EXHIBIT "1"

VOL: 1994-6

012078

EXHIBIT "2"

DESCRIPTION OF  
SCENIC & CONSERVATION EASEMENT  
ON PROPERTY OF CITY OF BETHLEHEM  
(FORMERLY KNOWN AS BETHLEHEM STEEL COMPANY PROPERTY)

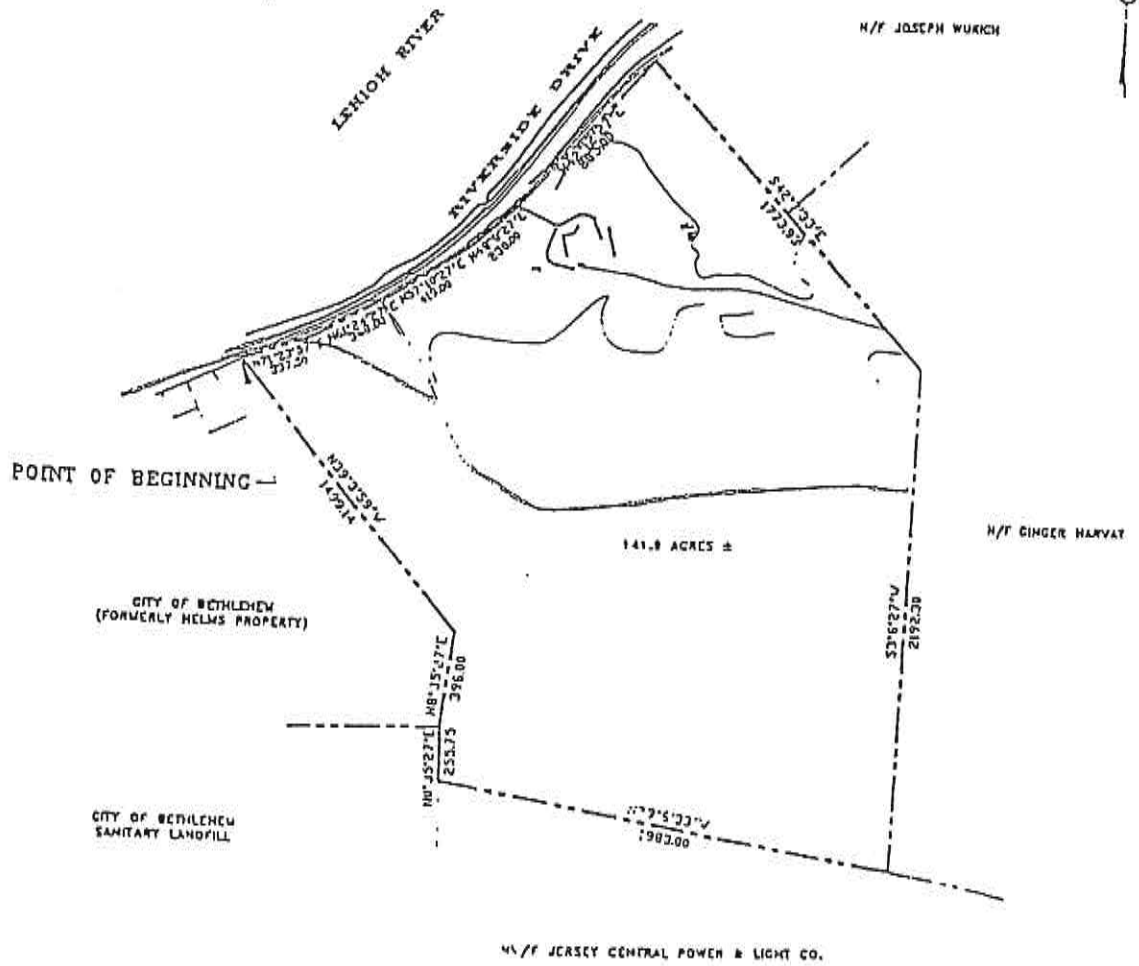
All that certain lot or parcel of land to be dedicated as a Scenic & Conservation Easement, situate along the south side of Riverside Drive, in Lower Saucon Township, County of Northampton, Commonwealth of Pennsylvania, bounded and described as follows to wit:

Beginning at a point, said point being the common point between the northeast corner of property of the City of Bethlehem (formerly known as Samuel Helms property) and the northwest corner of property of the City of Bethlehem (formerly known as Bethlehem Steel Company property) the property described herein, thence in an eastwardly direction by the five (5) following courses and distances: 1) North Seventy-one degrees Twenty-three minutes Fifty-seven seconds East (N 71°23'57"E) Three hundred Thirty-seven and Fifty one-hundredths feet (337.50') to a point, 2) North Sixty-one degrees Twenty-four minutes Twenty-seven seconds East (N 61°24'27"E) Three hundred sixty eight feet (368.00') to a point, 3) North Fifty-seven degrees Ten minutes Twenty-seven seconds East (N 57°10'27"E) Four hundred nineteen feet (419.00') to a point, 4) North Forty-eight degrees Zero minutes Twenty-seven seconds East (N 48°00'27"E) Two hundred thirty feet (230.00') to a point, 5) North Forty-two degrees Twelve minutes Twenty-seven seconds East (N 42°12'27"E) Eight Hundred eighty-three feet (883.00') to a point, said point being on the common property line of Joseph Wukich, thence in an southwardly direction along property of Joseph Wukich South Forty-two degrees Seven minutes Thirty-three seconds East (S 42°07'33"E) One thousand Seven hundred Seventy-three and Ninety-three one-hundredths feet (1,773.93') to a point, thence continuing in a southwardly direction along lands of Ginger Harvat South Three degrees Six minutes Twenty-seven seconds West (S 3°06'27"W) Two thousand one hundred Ninety-two and Thirty one-hundredths feet (2,192.30') to a point on the common property line of Ginger Harvat and Jersey Central Power and Light Company, thence in a westwardly direction along property of Jersey Central Power and Light Company North Seventy-nine degrees Six minutes Thirty-three seconds West (N 79°06'33"W) One thousand Nine hundred Eighty-three feet (1,983.00') to a point on the common property line of the City of Bethlehem Landfill, thence in a northwardly direction along property of the City of Bethlehem Landfill North Zero degrees Thirty-five minutes Twenty-seven seconds East (N 0°35'27"E) Two hundred Fifty-five and

Seventy-five one-hundredths feet (255.75') to a point, thence continuing in a northwardly direction along property of City of Bethlehem (formerly Samuel Helms property) North Eight degrees Thirty-five minutes Twenty-seven seconds East (N 8°35'27"E) Three hundred Ninety-six feet (396.00') to a point, thence continuing in a northwardly direction along property of City of Bethlehem (formerly Samuel Helms property) North Thirty-nine degrees Three minutes Fifty-nine seconds West (N 39°03'59"W) One-thousand Four hundred Ninety-nine and Fourteen one-hundredths feet (1,499.14') to a point, said point being the place of beginning, containing 141.9 Acres ±.

Bounded on the north by Riverside Drive, on the east by lands of Joseph Wukich and lands of Ginger Harvat, on the south by lands of Jersey Central Power and Light Company, on the west by lands of the City of Bethlehem Landfill and City of Bethlehem (formerly Samuel Helms property).

All of which is more fully shown upon the map or plan entitled "PLAN SHOWING SCENIC & CONSERVATION EASEMENT IN LOWER SAUCON TOWNSHIP OWNED BY THE CITY OF BETHLEHEM (FORMERLY BETHLEHEM STEEL PROPERTY) STEVEN W. DESALVA - CITY ENGINEER SCALE 1" = 800' JUNE 28, 1993 EXHIBIT "1", a copy of which is on file in the office of the City Engineer of Bethlehem, Pennsylvania.



PLAN SHOWING  
SCENIC & CONSERVATION  
EASEMENT

IN  
LOWER SAUCON TOWNSHIP

OWNED BY CITY OF BETHLEHEM  
(FORMERLY BETHLEHEM STEEL CO.)

STEVEN W. CASALVA - CITY ENGINEER

SCALE 1" = 800'

JUNE 28, 1993

EXHIBIT "1"

DESCRIPTION OF  
SCENIC & CONSERVATION EASEMENT  
ON PROPERTY OF CITY OF BETHLEHEM  
(FORMERLY KNOWN AS BETHLEHEM STEEL COMPANY PROPERTY)

All that certain lot or parcel of land to be dedicated as a Scenic & Conservation Easement, situate along the south side of Riverside Drive, in Lower Saucon Township, County of Northampton, Commonwealth of Pennsylvania, bounded and described as follows to wit:

Beginning at a point, said point being the common point between the northeast corner of property of the City of Bethlehem (formerly known as Samuel Helms property) and the northwest corner of property of the City of Bethlehem (formerly known as Bethlehem Steel Company property) the property described herein, thence in an eastwardly direction by the five (5) following courses and distances: 1) North Seventy-one degrees Twenty-three minutes Fifty-seven seconds East (N 71°23'57"E) Three hundred Thirty-seven and Fifty one-hundredths feet (337.50') to a point, 2) North Sixty-one degrees Twenty-four minutes Twenty-seven seconds East (N 61°24'27"E) Three hundred sixty eight feet (368.00') to a point, 3) North Fifty-seven degrees Ten minutes Twenty-seven seconds East (N 57°10'27"E) Four hundred nineteen feet (419.00') to a point, 4) North Forty-eight degrees Zero minutes Twenty-seven seconds East (N 48°00'27"E) Two hundred thirty feet (230.00') to a point, 5) North Forty-two degrees Twelve minutes Twenty-seven seconds East (N 42°12'27"E) Eight Hundred eighty-three feet (883.30') to a point, said point being on the common property line of Joseph Wukich, thence in an southwardly direction along property of Joseph Wukich South Forty-two degrees Seven minutes Thirty-three seconds East (S 42°07'33"E) One thousand Seven hundred Seventy-three and Ninety-three one-hundredths feet (1,773.93') to a point, thence continuing in a southwardly direction along lands of Ginger Harvat South Three degrees Six minutes Twenty-seven seconds West (S 3°06'27"W) Two thousand one hundred Ninety-two and Thirty one-hundredths feet (2,192.30') to a point on the common property line of Ginger Harvat and Jersey Central Power and Light Company, thence in a westwardly direction along property of Jersey Central Power and Light Company North Seventy-nine degrees Six minutes Thirty-three seconds West (N 79°06'33"W) One thousand Nine hundred Eighty-three feet (1,983.00') to a point on the common property line of the City of Bethlehem Landfill, thence in a northwardly direction along property of the City of Bethlehem Landfill North Zero degrees Thirty-five minutes Twenty-seven seconds East (N 0°35'27"E) Two hundred Fifty-five and



Seventy-five one-hundredths feet (255.75') to a point, thence continuing in a northwardly direction along property of City of Bethlehem (formerly Samuel Helms property) North Eight degrees Thirty-five minutes Twenty-seven seconds East (N 8°35'27"E) Three hundred Ninety-six feet (396.00') to a point, thence continuing in a northwardly direction along property of City of Bethlehem (formerly Samuel Helms property) North Thirty-nine degrees Three minutes Fifty-nine seconds West (N 39°03'59"W) One-thousand Four hundred Ninety-nine and Fourteen one-hundredths feet (1,499.14') to a point, said point being the place of beginning, containing 141.9 Acres ±.

Bounded on the north by Riverside Drive, on the east by lands of Joseph Wukich and lands of Ginger Harvat, on the south by lands of Jersey Central Power and Light Company, on the west by lands of the City of Bethlehem Landfill and City of Bethlehem (formerly Samuel Helms property).

All of which is more fully shown upon the map or plan entitled "PLAN SHOWING SCENIC & CONSERVATION EASEMENT IN LOWER SAUCON TOWNSHIP OWNED BY THE CITY OF BETHLEHEM (FORMERLY BETHLEHEM STEEL PROPERTY) STEVEN W. DESALVA - CITY ENGINEER SCALE 1" = 800' JUNE 28, 1993 EXHIBIT "1", a copy of which is on file in the office of the City Engineer of Bethlehem, Pennsylvania.

Exhibit "C"



This document is provided to the  
City of Bethlehem, Pennsylvania.

*Conrad A. Gentry*

RECORDERS OFFICE  
NORTHAMPTON COUNTY  
PENNSYLVANIA  
INSTRUMENT NUMBER  
1994016328  
RECORDED ON  
APR 22, 1994  
2:52:30 PM  
STATE WAIT TAX \$ 0.50  
RECORDING FEES \$ 23.00  
TOTAL \$23.50

SCENIC AND CONSERVATION EASEMENT

FORMER HELMS PROPERTY

ADJACENT TO CITY OF BETHLEHEM LANDFILL

WHEREAS, the City of Bethlehem ("City") and the Township of Lower Saucon ("Township") desire to cooperate in the proper expansion of the City of Bethlehem Landfill ("Landfill") located on Applebutter Road in the Township; and

WHEREAS, the City and Township have agreed in Section III - Intergovernmental Issues, Item 4, that the City buffer land purchased on the North side of the Landfill, i.e., the former Helms property, should be protected with a conservation and scenic easement; and

WHEREAS, the City and Township have agreed that the City is allowed ingress, egress and regress over the easement area to perform groundwater testing and pollution abatement projects.

NOW, THEREFORE, IT IS AGREED:

1. That the consideration for this agreement is the mutual covenants and promises contained herein.
2. That the City grants to the Township a restrictive easement for scenic and conservation purposes on the tract of approximately sixty-six (66) acres as more fully described in the exhibits attached hereto and marked as Exhibits "3" and "4."
3. The City recognizes the area as identified above is zoned "RA" and will only perform those activities permitted in such zoning, and in accordance with any amendments by which the City or its successors are obligated to comply in accordance with the provisions of the Municipalities Planning Code and applicable state law. The City further agrees it will not engage in any landfill activities on the property. The City and the Township recognize, however, that the City retains the right and permission to undertake groundwater testing activities and water pollution abatement activities on this property.

Also Known As Northampton County;

Uniform Parcel Identifier;

Map NE Block 14 Lot 1

VOL: 1994-6

012081

Exhibit "C"

4. The City has granted (Supplemental Agreement, City and Township, Item 14) a woodlands protection easement for approximately eight (8) acre area as attached as Exhibits "1" and "2," hereto. The woodlands protection easement provides that the woodlands shall be preserved as undisturbed woodlands, except for the removal of dead or diseased trees, and/or except for normal removal of trees for prudent forest management to allow for proper tree growth. The City shall retain the rights of ingress, egress and regress over the easement area, and the further right to perform groundwater testing and abatement in the easement area.

5. Surface mining and other extractive activities are strictly prohibited on the easement area.

6. The City of Bethlehem shall not perform any activity other than those stated in this easement agreement or any activity that may in any way be in contradiction to the guidelines and rules of the Delaware and Lehigh Canal National Heritage Corridor and State Heritage Park.

7. The City shall retain the right to exclude any member of the public from trespassing on the easement area.

8. The restrictions and easements shall constitute a covenant running with all of the property described herein and shall be binding upon the City and all other persons and parties claiming through the City herein, and for the benefit of and limitation upon all future owners of said land and premises, this declaration of restrictions being designed for the purposes of assuring the preservation of the Delaware and Lehigh Canal National Heritage Corridor and State Heritage Park; and, during such operation of the Landfill to as great a degree as possible, to preserve the original character and scenic nature of the land.

9. The Township shall have the right to assign this restrictive easement with the prior written approval of the City, which said approval shall not be unreasonably withheld.

IN WITNESS WHEREOF, the undersigned have executed this

Easement on behalf of the City and the Township, intending to legally bind the parties to its terms.

CITY OF BETHLEHEM

Lawrence J. Deliberto  
Controller  
MAR 16 1994

By: Kenneth R. Smith  
Kenneth R. Smith  
Mayor

TOWNSHIP OF LOWER SAUCON

Robert B. Caspintero  
Secretary

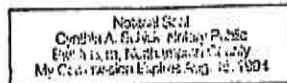
By: Priscilla deLeon  
Priscilla deLeon  
President of Council

COMMONWEALTH OF PENNSYLVANIA)  
COUNTY OF Northampton ) : SS:

On this 16<sup>th</sup> day of March, 1994, before me,  
Cynthia A. Schick, the undersigned officer,  
personally appeared KENNETH R. SMITH, Mayor of the City of  
Bethlehem, Pennsylvania, known to me to be the person described  
in the foregoing instrument, and acknowledged that he executed  
the same in his official capacity therein stated and for the  
purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official  
seal.

Cynthia A. Schick

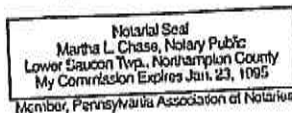


COMMONWEALTH OF PENNSYLVANIA)  
COUNTY OF ) : SS:

On this 16<sup>th</sup> day of March, 1994, before me,  
Martha L. Chase, the undersigned officer,  
personally appeared PRISCILLA deLEON, President of Council of the  
Township of Lower Saucon, Pennsylvania, known to me to be the  
person described in the foregoing instrument, and acknowledged  
that she executed the same in her official capacity therein  
stated and for the purposes therein contained.

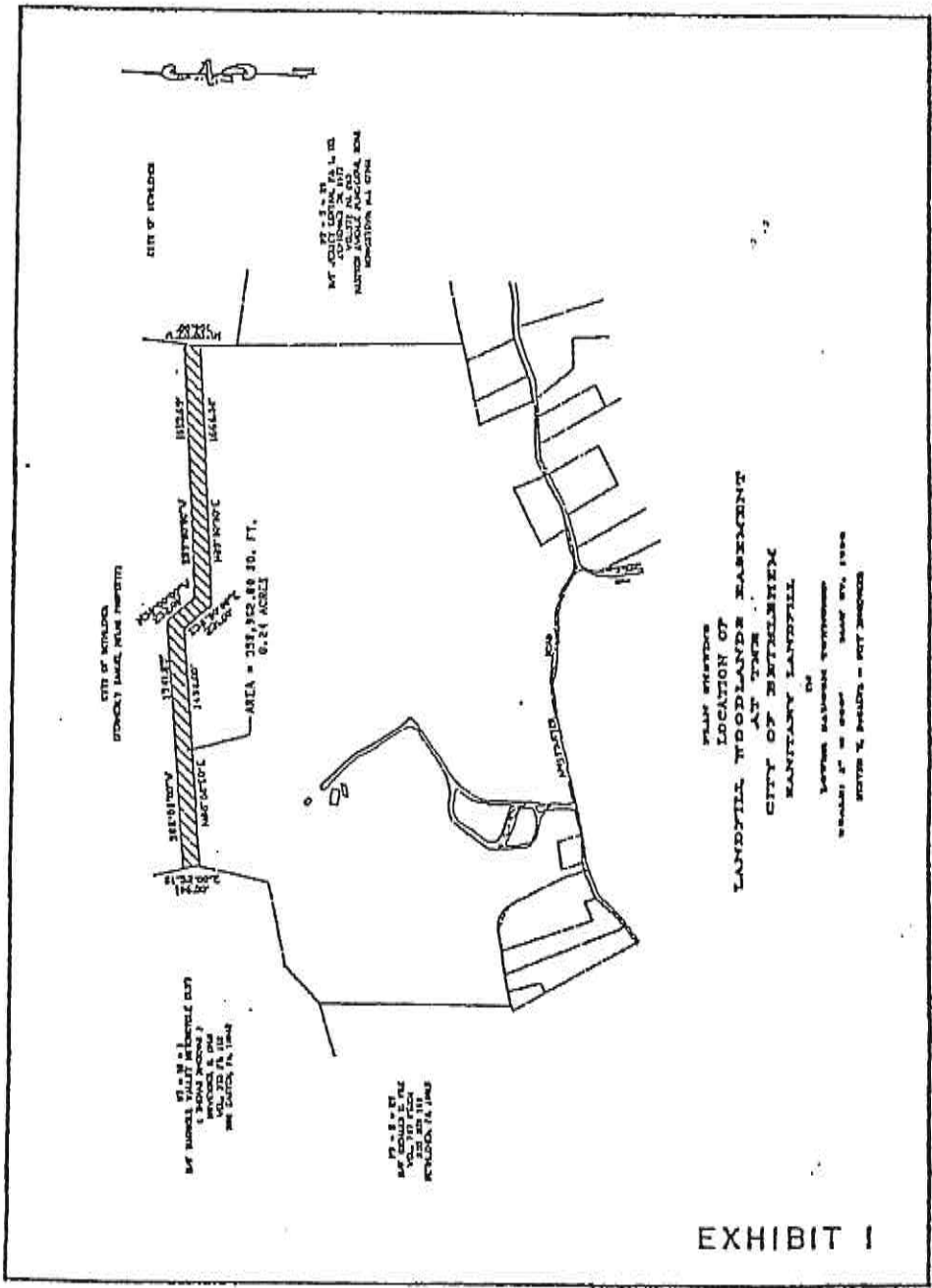
IN WITNESS WHEREOF, I have hereunto set my hand and official  
seal.

Martha L. Chase



VOL: 1994-6

012084



FULL SERVICE  
 LOCATION OF  
 LANDFILL WOODLANDS EASEMENT  
 AT THE  
 CITY OF BETHLEHEM  
 MOUNTAIN VIEW

BY  
 JAMES M. BROWN, JR.  
 ENGINEER  
 100 N. 10TH ST., SUITE 200  
 BETHLEHEM, PA. 18010

EXHIBIT I

DESCRIPTION OF  
LANDFILL WOODLANDS EASEMENT

All that certain portion of lot or parcel to be dedicated as a Landfill Woodlands Easement, located in Lower Saucon Township, County of Northampton, Commonwealth of Pennsylvania, bounded and described as follows to wit:

Beginning at a point along the northwardly property line of the original City of Bethlehem Landfill, being a common point between the Bushkill Valley Motorcycle Club, the former Samuel Helms property (now City of Bethlehem) and the original City of Bethlehem Landfill, thence in an eastwardly direction along the northwardly property line of the original City of Bethlehem Landfill, North Eighty-Eight Degrees Eight Minutes East (N 88°-08'-00"E ) One Thousand Four Hundred Eighty-Eight Feet (1,488.00') to a point, thence South Thirty-Eight Degrees East (S 38°-00'-00" E) Two Hundred Thirty-One Feet (231.00') to a point, thence North Eighty-Nine Degrees East (N 89°-00'-00" E) One Thousand Six Hundred Sixty-Six and Fifty One-Hundredths Feet (1,666.50') to a point, thence North One Degree West (N 01°-00'-00" W) One Hundred and Six Feet (106.00') to a point, thence South Eighty-Nine Degrees West (S 89°-00'-00" W) One Thousand Six Hundred Thirteen and Sixty-Five One-Hundredths Feet (1,613.65') to a point, thence North Thirty-Eight Degrees West (N 38°-00'-00" W) Two Hundred Thirty-Two Feet (232.00') to a point, thence South Eighty-Eight Degrees Eight Minutes West (S 88°-08'-00" W) One Thousand Five Hundred Forty-One and Eighty-Five One-Hundredths Feet (1,541.85') to a point, thence South One Degree Fifty-Two Minutes East (S 01°-52'-00" E) One Hundred Six Feet (106.00') to a point, said point being the point the place of beginning; containing 358,962.80 Sq. Ft. or 8.24 Acres.

The entire One hundred and Six (106.00') Foot wide Woodland Easement is being Dedicated from the former Samuel Helms Property.

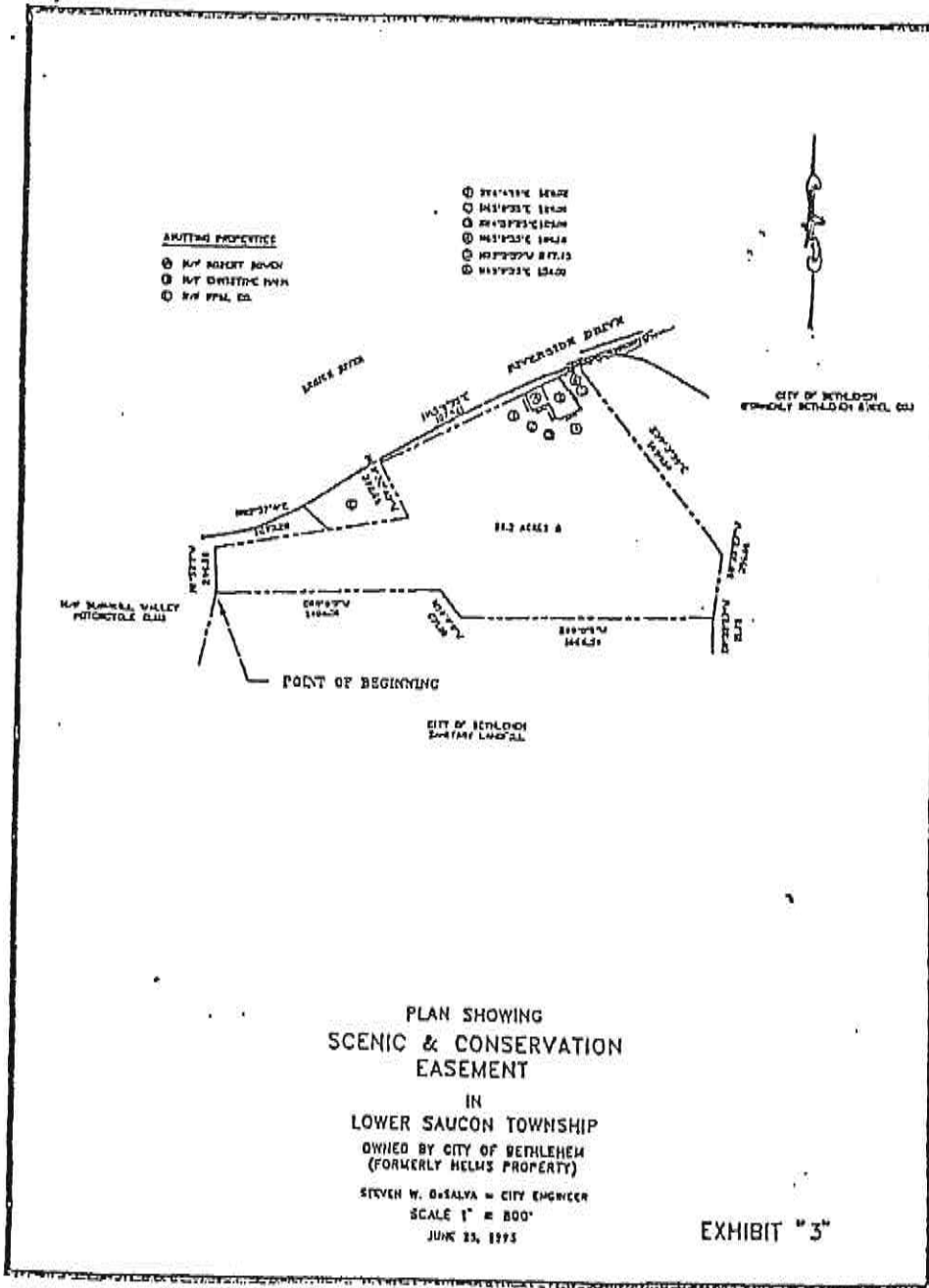
All of which is more fully shown upon the map or plan entitled " Plan Showing Location of Woodlands Easement at the City of Bethlehem Sanitary Landfill in Lower Saucon Township Scale 1" = 800' May 27, 1993 Steven W. DeSalva - City Engineer", a copy of which is on file in the office of the City Engineer of Bethlehem, Pennsylvania.

EXHIBIT 2

VOL:1994-6

012086





VOL:1994-6

012067

EXHIBIT "4"

DESCRIPTION OF  
SCENIC & CONSERVATION EASEMENT  
ON PROPERTY OF CITY OF BETHLEHEM  
(FORMERLY KNOWN AS THE SAMUEL HELMS PROPERTY)

All that certain lot or parcel of land to be dedicated as a Scenic & Conservation Easement, situate along the south side of Riverside Drive, in Lower Saucon Township, County of Northampton, Commonwealth of Pennsylvania, bounded and described as follows to wit:

Beginning at a point, said point being the northwest corner of the original City of Bethlehem Landfill, also being a common point between the Bushkill Valley Motorcycle Club, the original City of Bethlehem Landfill, and the southwest corner of the former Samuel Helms property (now the City of Bethlehem) the property described herein, thence in a northwardly direction North One Degree Fifty-two Minutes Zero Seconds West (N 01°52'00" W) Two Hundred Ninety-six and Fifty-eight One-Hundredths Feet (296.58') to a point, thence North Eighty Degrees Thirty-seven Minutes Four Seconds East (N 80°37'04" E) One Thousand Two Hundred Ninety-three and Twenty-eight One-Hundredths Feet (1,293.28') to a point, thence North Twenty-eight Degrees Thirty-two Minutes Forty-three Seconds West (N 28°32'43" W) Three Hundred Ninety-two and Sixty-six One-Hundredths Feet (392.66') to a point, thence North Sixty-five Degrees Zero Minutes Thirty-five Seconds East (N 65°00'35" E) One Thousand Seventy-nine and Eleven Hundredths Feet (1,079.11') to a point, thence South Twenty-six Degrees Four Minutes Fifteen Seconds East (S 26°04'15" E) One Hundred Twenty and Two One-Hundredths Feet (120.02') to a point, thence North Sixty-five Degrees Zero Minutes Twenty-five Seconds East (N 65°00'25" E) One Hundred Twenty Feet (120.00') to a point, thence South Twenty-four Degrees Fifty-nine Minutes Twenty-five Seconds East (S 24°59'25" E) One Hundred Twenty Feet (120.00') to a point, thence North Sixty-five Degrees Zero Minutes Thirty-five Seconds East (N 65°00'35" E) One Hundred Eighty and Eighteen One-Hundredths Feet (180.18') to a point, thence North Thirty-nine Degrees Three Minutes Fifty-nine Seconds West (N 39°03'59" W) Two Hundred Forty-seven and Forty-three One-Hundredths Feet (247.43') to a point, thence North Sixty-five Degrees Zero Minutes Thirty-five Seconds East (N 65°00'35" E) One Hundred Fifty Feet (150.00') to a point, thence South Thirty-nine Degrees Three Minutes Fifty-nine Seconds East (S 39°03'59" E) One Thousand Four Hundred Ninety-nine and Fourteen One-Hundredths Feet (1,499.14') to a point, thence South Eight Degrees Thirty-five Minutes Twenty-seven Seconds West (S 08°35'27" W) Three Hundred Ninety-six Feet (396.00') to a point, thence South Zero Degrees Thirty-five Minutes Twenty-seven Seconds West (S 00°35'27" W) Twenty-one and Seventy-

eight One-Hundredths Feet (21.78') to a point, thence South Eighty-nine Degrees Zero Minutes Zero Seconds West (S 89°00'00" W) One Thousand Six Hundred Sixty-six and Fifty One-Hundredths Feet (1,666.50') to a point, thence North Thirty-eight Degrees Zero Minutes Zero Seconds West (N 38°00'00" W) Two Hundred Thirty-one Feet (231.00') to a point, thence South Eighty-eight Degrees Eight Minutes Zero Seconds West (S 88°08'00" W) One Thousand Four Hundred Eighty-eight Feet (1,488.00') to a point, said point being the point the place of beginning, containing 66.2 Acres ±.

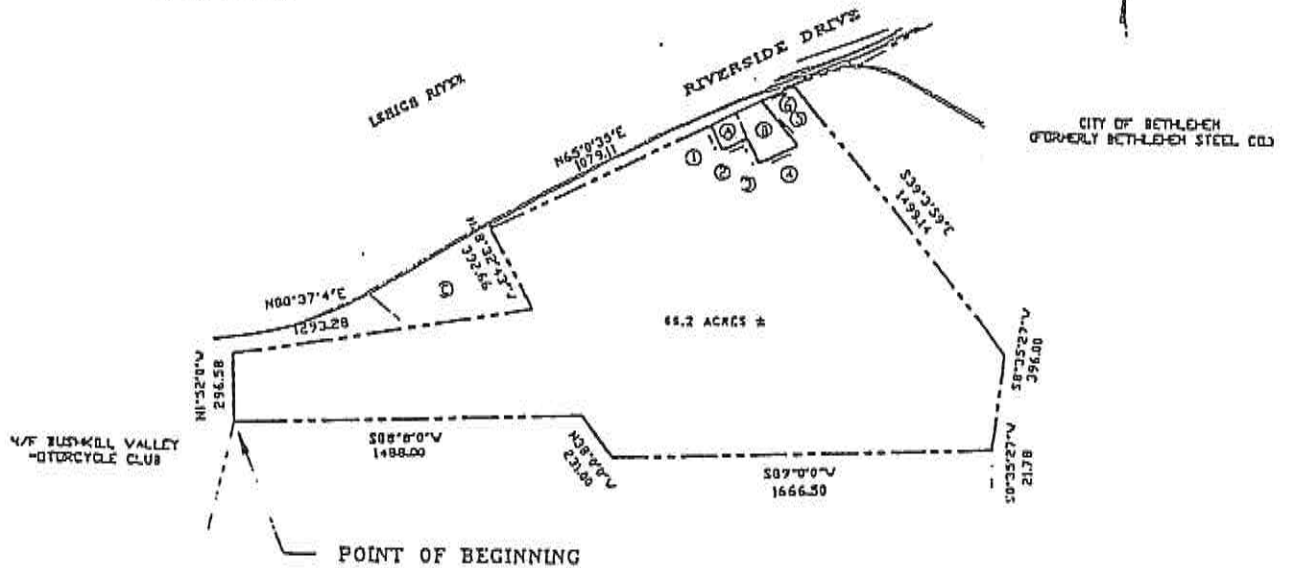
Bounded on the north by Riverside Drive, on the east by lands of City of Bethlehem (formerly Bethlehem Steel Co.), on the south by the City of Bethlehem Landfill and on the west by Bushkill Valley Motorcycle Club.

All of which is more fully shown upon the map or plan entitled "PLAN SHOWING SCENIC & CONSERVATION EASEMENT IN LOWER SAUCON TOWNSHIP OWNED BY THE CITY OF BETHLEHEM (FORMERLY HELMS PROPERTY) STEVEN W. DESALVA - CITY ENGINEER SCALE 1" = 800' JUNE 26, 1993 EXHIBIT "3", a copy of which is on file in the office of the City Engineer of Bethlehem, Pennsylvania.

ADJUTING PROPERTIES

- Ⓐ N/F ROBERT KOVEN
- Ⓑ N/F CHRISTINE MAHN
- Ⓒ N/F PPL CO.

- ① S26°4'13"E 120.02
- ② N65°0'33"E 120.00
- ③ S24°39'23"E 120.00
- ④ N65°0'33"E 100.10
- ⑤ N39°33'39"V 247.43
- ⑥ N65°0'33"E 150.00



PLAN SHOWING  
SCENIC & CONSERVATION  
EASEMENT

IN  
LOWER SAUCON TOWNSHIP

OWNED BY CITY OF BETHLEHEM  
(FORMERLY HELMS PROPERTY)

STEVEN W. DeSALVA - CITY ENGINEER

SCALE 1" = 600'

JUNE 28, 1993

EXHIBIT "C"

DESCRIPTION OF  
SCENIC & CONSERVATION EASEMENT  
ON PROPERTY OF CITY OF BETHLEHEM  
(FORMERLY KNOWN AS THE SAMUEL HELMS PROPERTY)

All that certain lot or parcel of land to be dedicated as a Scenic & Conservation Easement, situate along the south side of Riverside Drive, in Lower Saucon Township, County of Northampton, Commonwealth of Pennsylvania, bounded and described as follows to wit:

Beginning at a point, said point being the northwest corner of the original City of Bethlehem Landfill, also being a common point between the Bushkill Valley Motorcycle Club, the original City of Bethlehem Landfill, and the southwest corner of the former Samuel Helms property (now the City of Bethlehem) the property described herein, thence in a northwardly direction North One Degree Fifty-two Minutes Zero Seconds West (N 01°52'00" W) Two Hundred Ninety-six and Fifty-eight One-Hundredths Feet (296.58') to a point, thence North Eighty Degrees Thirty-seven Minutes Four Seconds East (N 80°37'04" E) One Thousand Two Hundred Ninety-three and Twenty-eight One-Hundredths Feet (1,293.28') to a point, thence North Twenty-eight Degrees Thirty-two Minutes Forty-three Seconds West (N 28°32'43" W) Three Hundred Ninety-two and Sixty-six One-Hundredths Feet (392.66') to a point, thence North Sixty-five Degrees Zero Minutes Thirty-five Seconds East (N 65°00'35" E) One Thousand Seventy-nine and Eleven Hundredths Feet (1,079.11') to a point, thence South Twenty-six Degrees Four Minutes Fifteen Seconds East (S 26°04'15" E) One Hundred Twenty and Two One-Hundredths Feet (120.02') to a point, thence North Sixty-five Degrees Zero Minutes Twenty-five Seconds East (N 65°00'25" E) One Hundred Twenty Feet (120.00') to a point, thence South Twenty-four Degrees Fifty-nine Minutes Twenty-five Seconds East (S 24°59'25" E) One Hundred Twenty Feet (120.00') to a point, thence North Sixty-five Degrees Zero Minutes Thirty-five Seconds East (N 65°00'35" E) One Hundred Eighty and Eighteen One-Hundredths Feet (180.18') to a point, thence North Thirty-nine Degrees Three Minutes Fifty-nine Seconds West (N 39°03'59" W) Two Hundred Forty-seven and Forty-three One-Hundredths Feet (247.43') to a point, thence North Sixty-five Degrees Zero Minutes Thirty-five Seconds East (N 65°00'35" E) One Hundred Fifty Feet (150.00') to a point, thence South Thirty-nine Degrees Three Minutes Fifty-nine Seconds East (S 39°03'59" E) One Thousand Four Hundred Ninety-nine and Fourteen One-Hundredths Feet (1,499.14') to a point, thence South Eight Degrees Thirty-five Minutes Twenty-seven Seconds West (S 08°35'27" W) Three Hundred Ninety-six Feet (396.00') to a point, thence South Zero Degrees Thirty-five Minutes Twenty-seven Seconds West (S 00°35'27" W) Twenty-one and Seventy-

eight One-Hundredths Feet (21.78') to a point, thence South Eighty-nine Degrees Zero Minutes Zero Seconds West (S 89°00'00" W) One Thousand Six Hundred Sixty-six and Fifty One- Hundredths Feet (1,666.50') to a point, thence North Thirty-eight Degrees Zero Minutes Zero Seconds West (N 38°00'00" W) Two Hundred Thirty-one Feet (231.00') to a point, thence South Eighty-eight Degrees Eight Minutes Zero Seconds West (S 88°08'00" W) One Thousand Four Hundred Eighty-eight Feet (1,488.00') to a point, said point being the point the place of beginning, containing 66.2 Acres  $\pm$ .

Bounded on the north by Riverside Drive, on the east by lands of City of Bethlehem (formerly Bethlehem Steel Co.), on the south by the City of Bethlehem Landfill and on the west by Bushkill Valley Motorcycle Club.

All of which is more fully shown upon the map or plan entitled "PLAN SHOWING SCENIC & CONSERVATION EASEMENT IN LOWER SAUCON TOWNSHIP OWNED BY THE CITY OF BETHLEHEM (FORMERLY HELMS PROPERTY) STEVEN W. DESALVA - CITY ENGINEER SCALE 1" = 800' JUNE 28, 1993 EXHIBIT "3", a copy of which is on file in the office of the City Engineer of Bethlehem, Pennsylvania.

COMMONWEALTH OF PENNSYLVANIA )

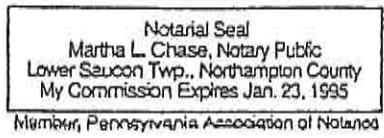
COUNTY OF )

: SS:

On this 12<sup>th</sup> day of November, 1993, before me, Martha L. Chase, a Notary Public, personally appeared Neil J. Ortwein who duly acknowledged himself to be the Acting President (title) of Lower Saucon Twp., and that he, as such Acting President (title), being authorized to do so, executed the foregoing instrument for the purpose therein contained, by signing the name of the Corporation by himself as Acting President (title).

WITNESS my hand and official seal.

Martha L. Chase



COMMONWEALTH OF PENNSYLVANIA )

COUNTY OF NORTHAMPTON )

: SS:

On this 12<sup>th</sup> day of November, 1993, before me, Cynthia A. Schick, the undersigned officer, personally appeared KENNETH R. SMITH, Mayor of the City of Bethlehem, Pennsylvania, known to me to be the person described in the foregoing instrument, and acknowledged that he executed the same in his official capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Cynthia A. Schick

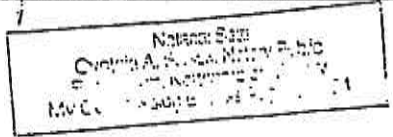


Exhibit "D"



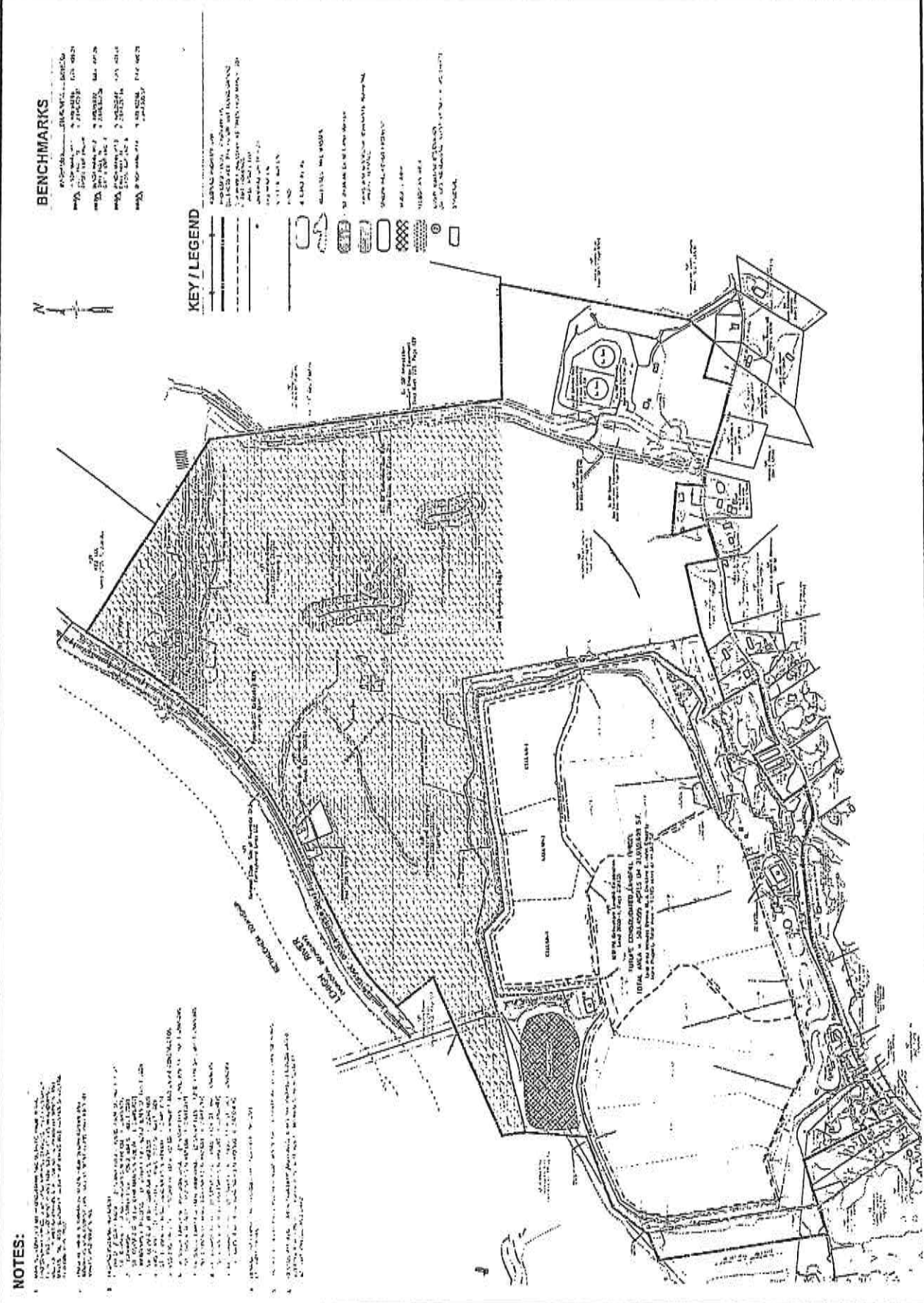


Exhibit "D"



**Legend**

- Existing Landfill
- Landfill Expansion
- Proposed Impacted Area
- Existing Areas with Restrictive Covenants Prohibiting Landfill Activities
- Proposed Conservation Easement Area
- Approx. Limit of Carbonate Geology
- Redington Historic District

**Bethlehem Landfill Composite Exhibit**  
 Lower Saucon Township - Northampton County, PA

Scale: NTS  
 Source: Google EarthPro 10-14-2022  
 TCA: 2-27-2023

▲  
 N

Exhibit "E"

LOWER SAUCON TOWNSHIP  
NORTHAMPTON COUNTY, PENNSYLVANIA

ORDINANCE NO. 2023-05

AMENDMENTS TO THE CODE OF THE TOWNSHIP OF LOWER SAUCON

AN ORDINANCE OF THE TOWNSHIP OF LOWER SAUCON, NORTHAMPTON COUNTY, PENNSYLVANIA, AMENDING AND REVISING THE CODE OF THE TOWNSHIP OF LOWER SAUCON BY AMENDING CHAPTER 180 (ZONING) TO REVISE THE ZONING MAP BY CHANGING THE ZONING DESIGNATION OF APPROXIMATELY 275.70 ACRES OF LAND (SEVEN (7) NORTHAMPTON COUNTY TAX MAP PARCELS) FROM A RURAL AGRICULTURAL (RA) ZONING DESIGNATION TO A LIGHT INDUSTRIAL (LI) ZONING DESIGNATION, THE IDENTIFIED ACREAGE BEING LOCATED IN THE NORTHERN GEOGRAPHICAL AREA OF THE TOWNSHIP (IN THE VICINITY OF THE BETHLEHEM LANDFILL LOCATED AT 2335 APPLEBUTTER ROAD) TO THE NORTH OF APPLEBUTTER ROAD, EAST AND SOUTHEAST OF THE VILLAGE KNOWN AS STEEL CITY, SOUTH OF THE LEHIGH RIVER, AND WEST AND SOUTHWEST OF REDINGTON ROAD; REVISING SECTION 180-79.A(2) AND APPENDIX "A" TO ADD THE "LANDFILLS AND WASTE DISPOSAL FACILITIES" USES TO THE LIST OF PERMITTED USES IN THE LIGHT INDUSTRIAL (LI) ZONING DISTRICT; REVISING SECTION 180-80.B AND APPENDIX "A" TO REMOVE THE "LANDFILLS AND WASTE DISPOSAL FACILITIES" USES FROM THE LIST OF USES REQUIRING SPECIAL EXCEPTION APPROVAL; REVISING SECTIONS 180-101 AND 180-109.F AND APPENDIX "A" TO EXEMPT THE "LANDFILLS AND WASTE DISPOSAL FACILITIES" USES FROM THE SITE PLAN APPROVAL PROCESS AND REQUIREMENTS IF THE USE WILL REQUIRE LAND DEVELOPMENT APPROVAL UNDER THE LOWER SAUCON TOWNSHIP SUBDIVISION AND LAND DEVELOPMENT ORDINANCE AND A PERMIT FROM THE PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION; AND ADDING SECTION 180-109.G TO PROVIDE FOR A NATURAL RESOURCE MITIGATION ALTERNATIVE IN THE LIGHT INDUSTRIAL (LI) DISTRICT; AND REPEALING ALL OTHER ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT WITH THE PROVISIONS CONTAINED HEREIN.

July 12, 2023

WHEREAS, Lower Saucon Township is a Township of the Second Class, Optional Plan of Government, located in Northampton County, Commonwealth of Pennsylvania; and

WHEREAS, the Township of Lower Saucon adopted Ordinance # 98-17 on May 20, 1998, enacting the Code of the Township of Lower Saucon (hereinafter referred to as the "Code"); and

WHEREAS, the Council of Lower Saucon Township desires to amend the Code of the Township of Lower Saucon to revise the Township Zoning Map to increase the size of the Light Industrial (LI) Zoning District; to allow landfill and waste disposal uses/facilities as a permitted use in the Light Industrial (LI) Zoning District instead of requiring special exception approval; to exempt landfills and waste disposal uses/facilities from the site plan approval process and requirements if the use will require land development approval under the Lower Saucon Township Subdivision and Land Development Ordinance and a permit from the Pennsylvania Department of Environmental Protection; and to create a natural resource mitigation alternative for industrial users proposing to exceed the otherwise permitted disturbance of natural resources in the Light Industrial (LI) Zoning District; and

WHEREAS, the Council of Lower Saucon Township has determined that the adoption of this Ordinance containing the described amendments to the Zoning Map and text of the Zoning Chapter of the Code is in the best interest of the public health, safety, and welfare of the citizens of Lower Saucon Township.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the Council of the Township of Lower Saucon, Northampton County, Commonwealth of Pennsylvania, that the provisions of the Code of the Township of Lower Saucon are hereby amended and revised as follows:

**Section 1. Amendment to Chapter 180 (Zoning), Section 180-15 (Zoning Map), Subsection A.**

The Zoning Map of the Township of Lower Saucon is amended in accordance with the revisions noted on the map attached hereto and incorporated herein by reference as Exhibit "A". Specifically, approximately 275.70 acres of land are being changed from Rural Agricultural (RA) to Light Industrial (LI). The identified acreage consists of seven (7) Northampton County Tax Map Parcels which are listed on Exhibit "B", attached hereto and incorporated herein by reference. The identified acreage is located in the northern geographical area of the Township (in the vicinity of the Bethlehem Landfill located at 2335 Applebutter Road) to the north of Applebutter Road, east and southeast of the village known as Steel City, south of the Lehigh River, and west and southwest of Redington Road. The Township Manager is directed to update the Zoning

July 12, 2023

Map to change the seven (7) parcels shown on Exhibits "A" and "B" from Rural Agricultural (RA) to Light Industrial (LI), as reflected on Exhibit "C", attached hereto and incorporated herein by reference.

**Section 2. Amendment to Chapter 180 (Zoning), Section 180-79 (Permitted uses), Subsection A(2) (Industrial uses) and Appendix "A" (Permitted, Conditional and Special Exception Land Uses).**

Chapter 180, Section 180-79.A(2) of the Code is amended to add a new Subsection (g) as follows:

"(g) Landfills and waste disposal facilities (see §180-109)."

Chapter 180, Appendix "A" of the Code is amended to replace the "S" in the LI column for "Landfills and waste disposal facilities" with a "P".

**Section 3. Amendment to Chapter 180 (Zoning), Section 180-80 (Special exception uses), Subsection B (Industrial uses).**

Chapter 180, Section 180-80.B of the Code is amended to replace Subsection (3) "Landfills and waste disposal facilities (see §180-109)" with the term "RESERVED".

**Section 4. Amendment to Chapter 180 (Zoning), Section 180-101 (Purpose).**

Chapter 180, Section 180-101 of the Code is amended to replace the first sentence therein with the following sentence: "This article requires that, unless a use is otherwise specifically exempted from this requirement elsewhere in this Article XVII, before any zoning permit is granted for the use of land or building for certain permitted, conditional and special exception uses, a site plan shall be reviewed by the Planning Commission and reviewed and approved by the Township Council."

**Section 5. Amendment to Chapter 180 (Zoning), Section 180-109 (Industrial uses), Subsection F (Additional requirements applying to extraction and processing of natural resources, landfills and waste disposal facilities and waste transfer and recycling facilities) and Appendix "A" (Permitted, Conditional and Special Exception Land Uses).**

Chapter 180, Section 180-109.F of the Code is amended to change existing Section 180-109.F(1) (Additional site plan requirements) from 180-109.F(1) to 180-109.F(2), change existing 180-109.F(2) (Standards) to 180-109.F(3), and to add a new Section 180-109.F(1) as follows:

"(1) If a landfill or waste disposal facility will require Land Development approval under the Lower Saucon Township Subdivision and Land Development Ordinance, and a permit from the Pennsylvania Department of Environmental Protection, it is not subject to the site plan approval process and requirements of this

July 12, 2023

Article XVII or any other Article or provision contained in Chapter 180."

Chapter 180, Appendix "A" of the Code is amended to remove the "X" in the Site Plan column for "Landfills and waste disposal facilities" and replace it with an asterisk ("\*"). Appendix "A" is further amended by adding the following language to the "NOTES" section below Note 5: "\* See Section 180-109.F(1)".

**Section 6. Amendment to Chapter 180 (Zoning), Section 180-109 (Industrial uses).**

Chapter 180, Section 180-109 of the Code is amended to add the following Subsection G:

"G. Natural Resource Mitigation Alternative

An applicant proposing to develop an industrial use within the Light Industrial Zoning District shall be exempt from the natural resource protection rates in Section 180-95.B and be permitted to exceed the net buildable site area permitted by Section 180-95.C(2)(c) ("Permitted Net Buildable Site Area"), utilizing a greater area of natural resource protection land than would be otherwise permitted by the Resource Protection Standards contained in Section 180-95 herein ("Excess Resource Utilization"), provided the Applicant dedicates to the Township for preservation an amount of land equal to the Excess Resource Utilization in accordance with the following requirements:

- (1) The Excess Resource Utilization shall be the difference between the resource protection land calculated by the Resource Protection Land formulas in Section 180-95.C(2)(b) ("Resource Protection Land") and the Applicant's proposed resource protection land (which is the difference between the Base Site Area pursuant to Section 180-95.C(2)(a) and Applicant's proposed buildable site area) ("Proposed Resource Protection Land"). The Applicant shall be permitted to dedicate land in excess of what is required if accepted by the Township.
- (2) The Applicant shall provide drawings and calculations clearly showing the Resource Protection Land, the Proposed Resource Protection Land, Applicant's proposed buildable site area, and the Excess Resource Utilization, and noting that it proposes to develop the use in accordance with this Subsection G.
  - (a) An additional plan sheet showing the limits of proposed buildable area and total acreage of existing environmentally protected lands is required.

- (b) Calculations shall be included on the plans that accurately reflect the Permitted Net Buildable Site Area, the Resource Protection Land, the Base Site Area, the Proposed Resource Protection Land, the Excess Resource Utilization, and the minimum amount of land that is required to be dedicated pursuant to this Subsection G.
- (3) The land proposed for dedication does not need to contain the same environmental resources as those resource protection lands on the subject property.
- (4) The land proposed for dedication shall be located within the municipal boundaries of Lower Saucon Township, shall not be within an industrial or commercially zoned area, and shall not contain any natural or man-made features that are inconsistent with the Township's Open Space Action Plan and Policies.
- (5) The land shall be offered for dedication to the Township in either fee simple or via a conservation easement that is acceptable to the Township Council.
- (6) With the approval of the Township Council, land that is currently occupied by a use, but that contains significant natural or historic resources, may be considered for dedication to the Township.
- (7) If the Applicant demonstrates that, after a good faith effort, it was unable to obtain, on commercially reasonable terms and conditions, any or enough property for dedication pursuant to this subsection, the Applicant may meet the requirements of this Subsection G by submitting a fee-in-lieu of dedication in accordance with the calculations in the Lower Saucon Township Subdivision and Land Development Ordinance, Section 145-51.E, with the "tract" referenced in Section 145-51.E therein to mean, for purposes of this Section 180-109.G, the number of acres required to be dedicated pursuant to the calculation in Section 180-109.G(1). The applicable calculated fee-in-lieu of dedication shall only be used by the Township for the purposes authorized by the Township's Open Space plan.
- (8) An applicant choosing to develop an industrial use in accordance with this Subsection G shall demonstrate and make the required dedication and/or fee-in-lieu of dedication payment prior to final land development approval by the Township Council."



July 12, 2023

**Section 7. Violations and Penalties.**

The Violation and Penalty provisions of the Code, where not revised herein, shall remain unchanged.

**Section 8. Severability.**

The provisions of this Ordinance are severable. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional, illegal, or otherwise invalid, such decision shall not affect the validity of the remaining provisions of this Ordinance. The Council of Lower Saucon Township hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional, illegal, or otherwise invalid.

**Section 9. Repealer.**

All Ordinances and parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

**Section 10. Effective Date.**

The provisions of this Ordinance shall become effective ten (10) days after adoption.

ENACTED and ORDAINED this \_\_\_\_ day of \_\_\_\_ 2023.

ATTEST:

LOWER SAUCON TOWNSHIP

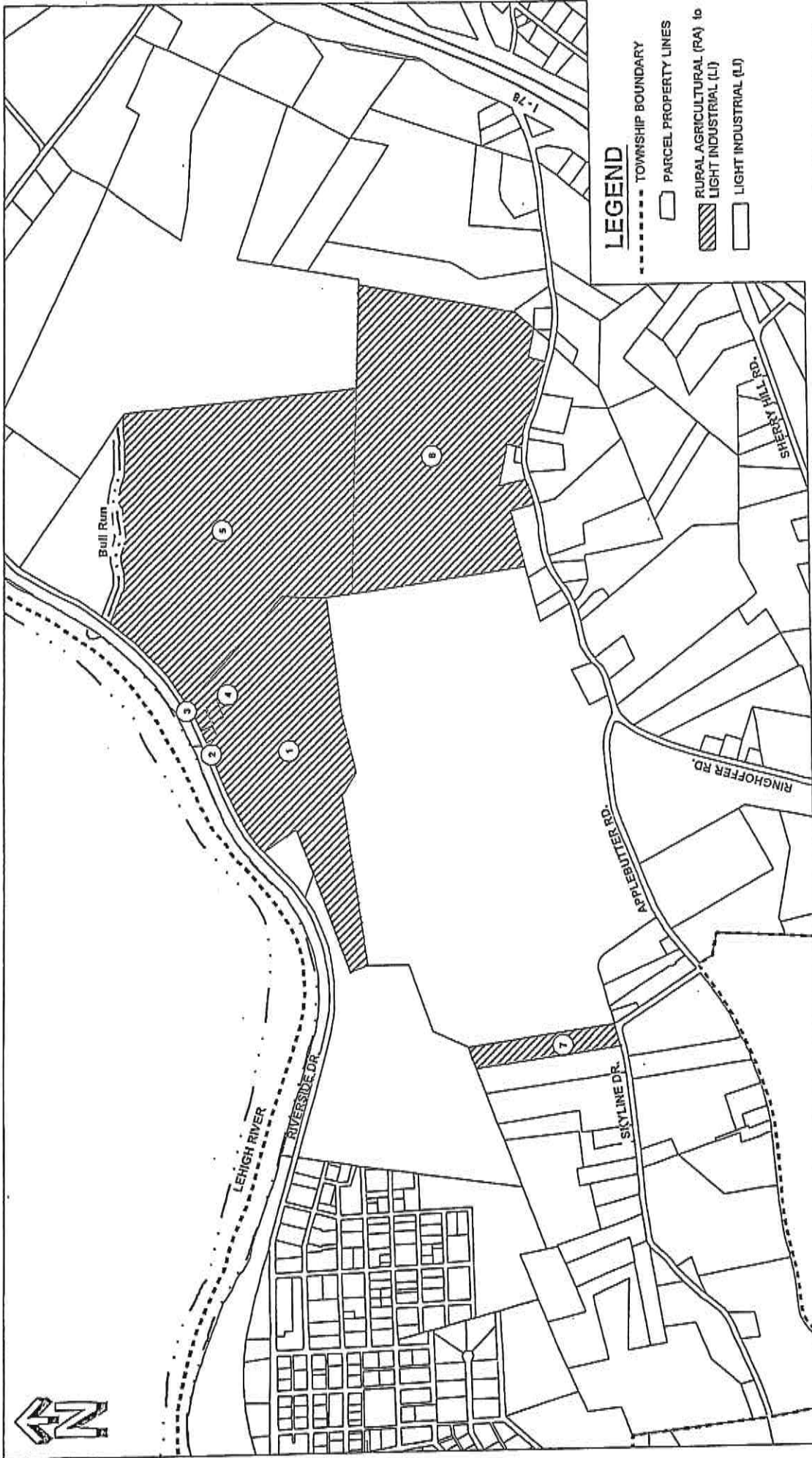
\_\_\_\_\_  
Mark L. Hudson  
Township Manager

\_\_\_\_\_  
Jason Banonis  
Council President

Exhibit "A" – Map Amendment (2023), showing parcels proposed to be changed from RA to LI

Exhibit "B" – List of Parcels for Proposed Map Change (2023), listing parcels proposed to be changed from RA to LI

Exhibit "C" – Map Amendment (2023), map showing adopted changes to official Zoning Map



**Exhibit B - List of Parcels for Proposed Map Change (2023)**

NO.	NORTHAMPTON COUNTY TAX MAP PARCEL NUMBER	LOCATION / STREET ADDRESS	ACRES
1	N8 14 1 0719E	RIVERSIDE DRIVE	60.60
2	N8 14 1A 0719	2390 RIVERSIDE DRIVE	0.30
3	N8 14 1B 0719	2396 RIVERSIDE DRIVE	0.50
4	N8 14 1B 0719	2396 RIVERSIDE DRIVE	0.50
5	N8 14 2 0719E	RIVERSIDE DRIVE	118.70
6	N8 14 15 0719	APPLEBUTTER ROAD	89.30
7	P7 5 33 0719 (portion of)	APPLEBUTTER ROAD	5.80

APPROXIMATE TOTAL:	275.70
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**LEGEND**

- TOWNSHIP BOUNDARY
- PARCEL PROPERTY LINES
- LIGHT INDUSTRIAL (LI)
- LIGHT MANUFACTURING (LM)
- SUBURBAN RESIDENTIAL (R20)
- RURAL AGRICULTURAL (RA)

**Map Amendment (2023) - Exhibit C**



NOTE: PARCEL DATA FROM COUNTY OF MORRISHERTSHIP (CS DATA). ZONING DATA FROM LEHIGH VALLEY REGIONAL PLANNING COMMISSION.



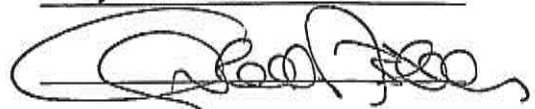


CERTIFICATE OF COMPLIANCE

I certify that this filing complies with the provisions of the *Public Access Policy of the Unified Judicial Systems of Pennsylvania: Case Records of the Appellate and Trial Courts* that require filing confidential information and documents differently than non-confidential information and documents.

Submitted by: Gary Neil Asteak

Signature:

A handwritten signature in black ink, appearing to read "Gary Neil Asteak", written over a horizontal line.

Name:

Gary Neil Asteak

Attorney No.:

19233

LOWER SAUCON TOWNSHIP  
NORTHAMPTON COUNTY, PENNSYLVANIA

ORDINANCE NO. 2023-05

AMENDMENTS TO THE CODE OF THE TOWNSHIP OF LOWER SAUCON

AN ORDINANCE OF THE TOWNSHIP OF LOWER SAUCON, NORTHAMPTON COUNTY, PENNSYLVANIA, AMENDING AND REVISING THE CODE OF THE TOWNSHIP OF LOWER SAUCON BY AMENDING CHAPTER 180 (ZONING) TO REVISE THE ZONING MAP BY CHANGING THE ZONING DESIGNATION OF APPROXIMATELY 275.70 ACRES OF LAND (SEVEN (7) NORTHAMPTON COUNTY TAX MAP PARCELS) FROM A RURAL AGRICULTURAL (RA) ZONING DESIGNATION TO A LIGHT INDUSTRIAL (LI) ZONING DESIGNATION, THE IDENTIFIED ACREAGE BEING LOCATED IN THE NORTHERN GEOGRAPHICAL AREA OF THE TOWNSHIP (IN THE VICINITY OF THE BETHLEHEM LANDFILL LOCATED AT 2335 APPLEBUTTER ROAD) TO THE NORTH OF APPLEBUTTER ROAD, EAST AND SOUTHEAST OF THE VILLAGE KNOWN AS STEEL CITY, SOUTH OF THE LEHIGH RIVER, AND WEST AND SOUTHWEST OF REDINGTON ROAD; REVISING SECTION 180-79.A(2) AND APPENDIX "A" TO ADD THE "LANDFILLS AND WASTE DISPOSAL FACILITIES" USES TO THE LIST OF PERMITTED USES IN THE LIGHT INDUSTRIAL (LI) ZONING DISTRICT; REVISING SECTION 180-80.B AND APPENDIX "A" TO REMOVE THE "LANDFILLS AND WASTE DISPOSAL FACILITIES" USES FROM THE LIST OF USES REQUIRING SPECIAL EXCEPTION APPROVAL; REVISING SECTIONS 180-101 AND 180-109.F AND APPENDIX "A" TO EXEMPT THE "LANDFILLS AND WASTE DISPOSAL FACILITIES" USES FROM THE SITE PLAN APPROVAL PROCESS AND REQUIREMENTS IF THE USE WILL REQUIRE LAND DEVELOPMENT APPROVAL UNDER THE LOWER SAUCON TOWNSHIP SUBDIVISION AND LAND DEVELOPMENT ORDINANCE AND A PERMIT FROM THE PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION; AND ADDING SECTION 180-109.G TO PROVIDE FOR A NATURAL RESOURCE MITIGATION ALTERNATIVE IN THE LIGHT INDUSTRIAL (LI) DISTRICT; AND REPEALING ALL OTHER ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT WITH THE PROVISIONS CONTAINED HEREIN.

WHEREAS, Lower Saucon Township is a Township of the Second Class, Optional Plan of Government, located in Northampton County, Commonwealth of Pennsylvania; and

WHEREAS, the Township of Lower Saucon adopted Ordinance # 98-17 on May 20, 1998, enacting the Code of the Township of Lower Saucon (hereinafter referred to as the "Code"); and

WHEREAS, the Council of Lower Saucon Township desires to amend the Code of the Township of Lower Saucon to revise the Township Zoning Map to increase the size of the Light Industrial (LI) Zoning District; to allow landfill and waste disposal uses/facilities as a permitted use in the Light Industrial (LI) Zoning District instead of requiring special exception approval; to exempt landfills and waste disposal uses/facilities from the site plan approval process and requirements if the use will require land development approval under the Lower Saucon Township Subdivision and Land Development Ordinance and a permit from the Pennsylvania Department of Environmental Protection; and to create a natural resource mitigation alternative for industrial users proposing to exceed the otherwise permitted disturbance of natural resources in the Light Industrial (LI) Zoning District; and

WHEREAS, the Council of Lower Saucon Township has determined that the adoption of this Ordinance containing the described amendments to the Zoning Map and text of the Zoning Chapter of the Code is in the best interest of the public health, safety, and welfare of the citizens of Lower Saucon Township.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the Council of the Township of Lower Saucon, Northampton County, Commonwealth of Pennsylvania, that the provisions of the Code of the Township of Lower Saucon are hereby amended and revised as follows:

**Section 1. Amendment to Chapter 180 (Zoning), Section 180-15 (Zoning Map), Subsection A.**

The Zoning Map of the Township of Lower Saucon is amended in accordance with the revisions noted on the map attached hereto and incorporated herein by reference as Exhibit "A". Specifically, approximately 275.70 acres of land are being changed from Rural Agricultural (RA) to Light Industrial (LI). The identified acreage consists of seven (7) Northampton County Tax Map Parcels which are listed on Exhibit "B", attached hereto and incorporated herein by reference. The identified acreage is located in the northern geographical area of the Township (in the vicinity of the Bethlehem Landfill located at 2335 Applebutter Road) to the north of Applebutter Road, east and southeast of the village known as Steel City, south of the Lehigh River, and west and southwest of Redington Road. The Township Manager is directed to update the Zoning



Map to change the seven (7) parcels shown on Exhibits "A" and "B" from Rural Agricultural (RA) to Light Industrial (LI), as reflected on Exhibit "C", attached hereto and incorporated herein by reference.

**Section 2. Amendment to Chapter 180 (Zoning), Section 180-79 (Permitted uses), Subsection A(2) (Industrial uses) and Appendix "A" (Permitted, Conditional and Special Exception Land Uses).**

Chapter 180, Section 180-79.A(2) of the Code is amended to add a new Subsection (g) as follows:

"(g) Landfills and waste disposal facilities (see §180-109)."

Chapter 180, Appendix "A" of the Code is amended to replace the "S" in the LI column for "Landfills and waste disposal facilities" with a "P".

**Section 3. Amendment to Chapter 180 (Zoning), Section 180-80 (Special exception uses), Subsection B (Industrial uses).**

Chapter 180, Section 180-80.B of the Code is amended to replace Subsection (3) "Landfills and waste disposal facilities (see §180-109)" with the term "RESERVED".

**Section 4. Amendment to Chapter 180 (Zoning), Section 180-101 (Purpose).**

Chapter 180, Section 180-101 of the Code is amended to replace the first sentence therein with the following sentence: "This article requires that, unless a use is otherwise specifically exempted from this requirement elsewhere in this Article XVII, before any zoning permit is granted for the use of land or building for certain permitted, conditional and special exception uses, a site plan shall be reviewed by the Planning Commission and reviewed and approved by the Township Council."

**Section 5. Amendment to Chapter 180 (Zoning), Section 180-109 (Industrial uses), Subsection F (Additional requirements applying to extraction and processing of natural resources, landfills and waste disposal facilities and waste transfer and recycling facilities) and Appendix "A" (Permitted, Conditional and Special Exception Land Uses).**

Chapter 180, Section 180-109.F of the Code is amended to change existing Section 180-109.F(1) (Additional site plan requirements) from 180-109.F(1) to 180-109.F(2), change existing 180-109.F(2) (Standards) to 180-109.F(3), and to add a new Section 180-109.F(1) as follows:

"(1) If a landfill or waste disposal facility will require Land Development approval under the Lower Saucon Township Subdivision and Land Development Ordinance, and a permit from the Pennsylvania Department of Environmental Protection, it is not subject to the site plan approval process and requirements of this

Article XVII or any other Article or provision contained in Chapter 180."

Chapter 180, Appendix "A" of the Code is amended to remove the "X" in the Site Plan column for "Landfills and waste disposal facilities" and replace it with an asterisk ("\*"). Appendix "A" is further amended by adding the following language to the "NOTES" section below Note 5: "\* See Section 180-109.F(1)".

**Section 6. Amendment to Chapter 180 (Zoning), Section 180-109 (Industrial uses).**

Chapter 180, Section 180-109 of the Code is amended to add the following Subsection G:

"G. Natural Resource Mitigation Alternative

An applicant proposing to develop an industrial use within the Light Industrial Zoning District shall be exempt from the natural resource protection rates in Section 180-95.B and be permitted to exceed the net buildable site area permitted by Section 180-95.C(2)(c) ("Permitted Net Buildable Site Area"), utilizing a greater area of natural resource protection land than would be otherwise permitted by the Resource Protection Standards contained in Section 180-95 herein ("Excess Resource Utilization"), provided the Applicant dedicates to the Township for preservation an amount of land equal to the Excess Resource Utilization in accordance with the following requirements:

- (1) The Excess Resource Utilization shall be the difference between the resource protection land calculated by the Resource Protection Land formulas in Section 180-95.C(2)(b) ("Resource Protection Land") and the Applicant's proposed resource protection land (which is the difference between the Base Site Area pursuant to Section 180-95.C(2)(a) and Applicant's proposed buildable site area) ("Proposed Resource Protection Land"). The Applicant shall be permitted to dedicate land in excess of what is required if accepted by the Township.
- (2) The Applicant shall provide drawings and calculations clearly showing the Resource Protection Land, the Proposed Resource Protection Land, Applicant's proposed buildable site area, and the Excess Resource Utilization, and noting that it proposes to develop the use in accordance with this Subsection G.
  - (a) An additional plan sheet showing the limits of proposed buildable area and total acreage of existing environmentally protected lands is required.

- (b) Calculations shall be included on the plans that accurately reflect the Permitted Net Buildable Site Area, the Resource Protection Land, the Base Site Area, the Proposed Resource Protection Land, the Excess Resource Utilization, and the minimum amount of land that is required to be dedicated pursuant to this Subsection G.
- (3) The land proposed for dedication does not need to contain the same environmental resources as those resource protection lands on the subject property.
- (4) The land proposed for dedication shall be located within the municipal boundaries of Lower Saucon Township, shall not be within an industrial or commercially zoned area, and shall not contain any natural or man-made features that are inconsistent with the Township's Open Space Action Plan and Policies.
- (5) The land shall be offered for dedication to the Township in either fee simple or via a conservation easement that is acceptable to the Township Council.
- (6) With the approval of the Township Council, land that is currently occupied by a use, but that contains significant natural or historic resources, may be considered for dedication to the Township.
- (7) If the Applicant demonstrates that, after a good faith effort, it was unable to obtain, on commercially reasonable terms and conditions, any or enough property for dedication pursuant to this subsection, the Applicant may meet the requirements of this Subsection G by submitting a fee-in-lieu of dedication in accordance with the calculations in the Lower Saucon Township Subdivision and Land Development Ordinance, Section 145-51.E, with the "tract" referenced in Section 145-51.E therein to mean, for purposes of this Section 180-109.G, the number of acres required to be dedicated pursuant to the calculation in Section 180-109.G(1). The applicable calculated fee-in-lieu of dedication shall only be used by the Township for the purposes authorized by the Township's Open Space plan.
- (8) An applicant choosing to develop an industrial use in accordance with this Subsection G shall demonstrate and make the required dedication and/or fee-in-lieu of dedication payment prior to final land development approval by the Township Council."

**Section 7. Violations and Penalties.**

The Violation and Penalty provisions of the Code, where not revised herein, shall remain unchanged.

**Section 8. Severability.**

The provisions of this Ordinance are severable. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional, illegal, or otherwise invalid, such decision shall not affect the validity of the remaining provisions of this Ordinance. The Council of Lower Saucon Township hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional, illegal, or otherwise invalid.

**Section 9. Repealer.**

All Ordinances and parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

**Section 10. Effective Date.**


The provisions of this Ordinance shall become effective ten (10) days after adoption.

ENACTED and ORDAINED this 30 day of August 2023.

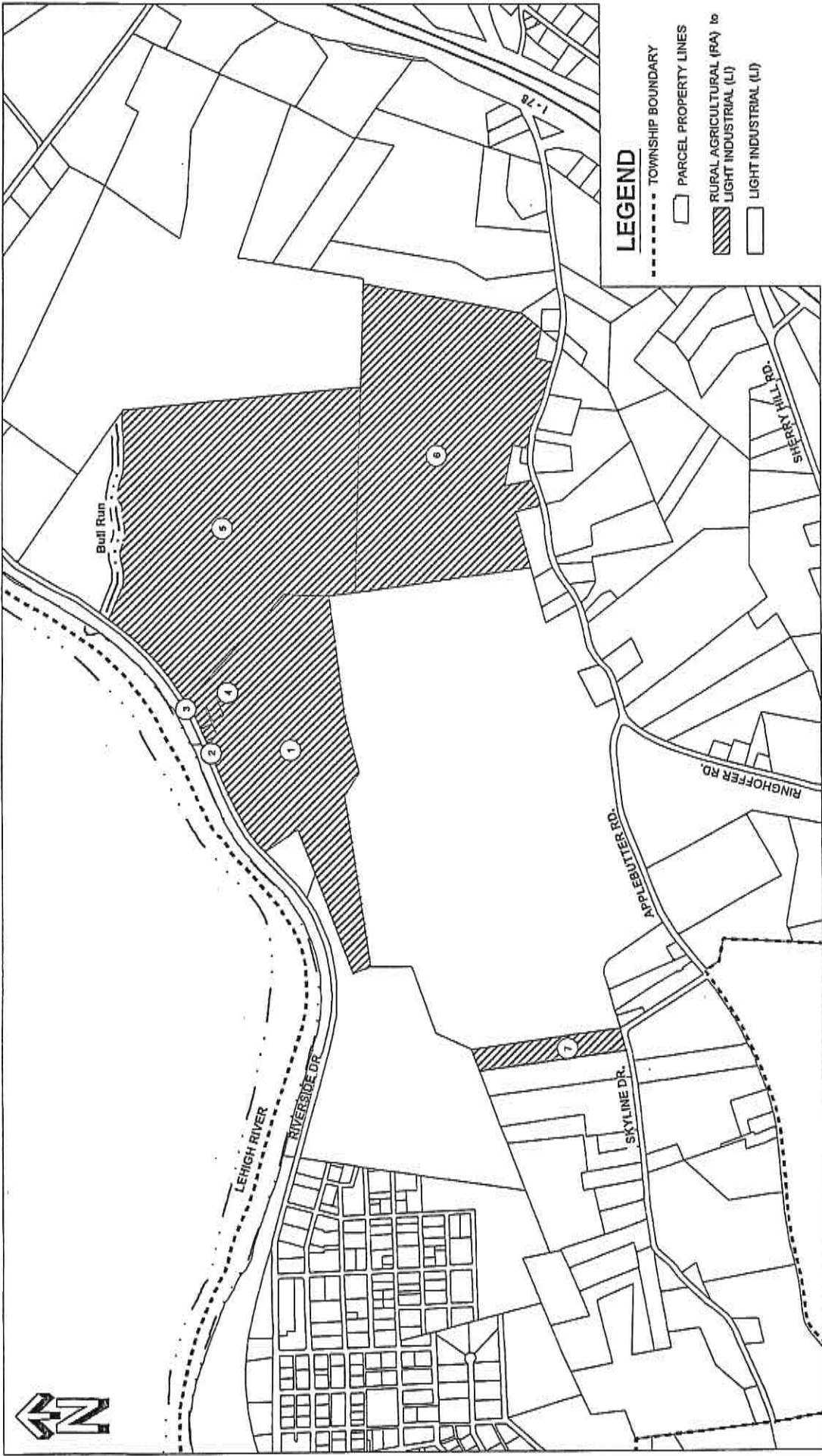
ATTEST:

  
Mark L. Hudson  
Township Manager

LOWER SAUCON TOWNSHIP

  
Jason Banonis  
Council President

- Exhibit "A" – Map Amendment (2023), showing parcels proposed to be changed from RA to LI
- Exhibit "B" – List of Parcels for Proposed Map Change (2023), listing parcels proposed to be changed from RA to LI
- Exhibit "C" – Map Amendment (2023), map showing adopted changes to official Zoning Map



Map Amendment (2023) - Exhibit A  
 Proposed Zoning Map Change - Rural Agricultural (RA) to Light Industrial (LI) (Parcels 1-7\*)  
 \* see list of parcels on Exhibit B



**Exhibit B - List of Parcels for Proposed Map Change (2023)**

NO.	NORTHAMPTON COUNTY TAX MAP PARCEL NUMBER	LOCATION / STREET ADDRESS	ACRES
1	N8 14 1 0719E	RIVERSIDE DRIVE	60.60
2	N8 14 1A 0719	2390 RIVERSIDE DRIVE	0.30
3	N8 14 1B 0719	2396 RIVERSIDE DRIVE	0.50
4	N8 14 1B 0719	2396 RIVERSIDE DRIVE	0.50
5	N8 14 2 0719E	RIVERSIDE DRIVE	118.70
6	N8 14 15 0719	APPLEBUTTER ROAD	89.30
7	P7 5 33 0719 (portion of)	APPLEBUTTER ROAD	5.80

APPROXIMATE TOTAL:	275.70
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Map Amendment (2023) - Exhibit C

NOTE:  
 PARCEL DATA FROM COUNTY OF NORTHAMPTON (GIS DATA).  
 ZONING DATA FROM LOWER SAUCON TOWNSHIP.



**LOWER SAUCON TOWNSHIP  
NORTHAMPTON COUNTY, PENNSYLVANIA**

**RESOLUTION NO. 58-2023**

**A RESOLUTION OF THE TOWNSHIP OF LOWER SAUCON, COUNTY OF NORTHAMPTON, PENNSYLVANIA, TO ADOPT AND APPROVE AN AMENDED AND RESTATED HOST COMMUNITY AGREEMENT WITH BETHLEHEM LANDFILL COMPANY, AND AUTHORIZING EXECUTION OF THE AGREEMENT BY THE COUNCIL OF LOWER SAUCON TOWNSHIP**

**WHEREAS**, the Township of Lower Saucon (“LST”) is a duly organized and existing Township of the Second Class within the County of Northampton, Commonwealth of Pennsylvania; and

**WHEREAS**, LST is a Township of the Second Class, Optional Plan of Government, located in Northampton County, Pennsylvania, and is governed by an elected Council; and

**WHEREAS**, LST and the Bethlehem Landfill Company are proposing to enter into an “Amended and Restated 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; and

**WHEREAS**, the Council of Lower Saucon Township believes and affirms that it is in the best interests of the Township and its residents to enter into the Amended and Restated Host Community Agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Township of Lower Saucon, Northampton County, Pennsylvania, as follows:

**Section 1. Recitals.** All recitals are herein incorporated by reference.

**Section 2. Amended and Restated Host Community Agreement.** The Council of Lower Saucon Township hereby adopts and approves the Amended and Restated Host Community Agreement, which is attached hereto, marked as Exhibit “A”, and incorporated herein by reference.



**Section 3. Signature Authorization.** The President of Council, or the Vice-President in the President's absence, is authorized and directed to sign and execute the Amended and Restated Host Community Agreement attached hereto and marked as Exhibit "A".

**Section 4. Effective Date.** This Resolution shall become effective as provided by law.

**DULY ADOPTED** as a Resolution this \_\_\_ day of \_\_\_\_\_, 2023 by a majority of the Council of the Township of Lower Saucon, Northampton County, Pennsylvania, at a duly advertised meeting of the Council at which a quorum was present.

LOWER SAUCON TOWNSHIP  
COUNCIL

\_\_\_\_\_  
Jason Banonis, President

ATTEST:

\_\_\_\_\_  
Mark Hudson, Secretary

## AMENDED AND RESTATED HOST COMMUNITY AGREEMENT

This Amended and Restated Host Community Agreement (this "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2023 by and between Bethlehem Landfill Company (f/k/a IESI PA Bethlehem Landfill Corporation, f/k/a Eastern Waste of Bethlehem, Inc.) ("BLC"), and Lower Saucon Township ("Township") (individually, a "Party" and collectively, the "Parties"), hereby amending, restating, replacing and superseding the 1998 Host Community Agreement (as hereinafter defined), except as noted in Section 8.B of this Agreement, as of the Effective Date (as defined in Section 8.A).

WHEREAS, BLC is a Delaware Corporation with a place of business located at 2335 Applebutter Road, Bethlehem, Pennsylvania 18015;

WHEREAS, the 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 3700 Old Philadelphia Pike, Bethlehem, Pennsylvania, 18015;

WHEREAS, BLC is the operator of Bethlehem Landfill (the "Landfill"), a municipal waste disposal facility located within the Township boundaries at 2335 Applebutter Road, Bethlehem, Pennsylvania 18015;

WHEREAS, BLC operates the Landfill pursuant to Solid Waste Permit No. 100020 (the "Solid Waste Permit"), issued by the Pennsylvania Department of Environmental Protection (the "PADEP") and pursuant to the provisions of the Pennsylvania Solid Waste Management Act, 35 P.S. § 6018.101, et seq. (the "Solid Waste Management Act"), and implementing regulations, 25 Pa. Code Chapters 271 through 285 (the "Implementing Regulations");

WHEREAS, the Landfill as permitted by PADEP as of the Effective Date of this Agreement is hereinafter referred to as the "Existing Landfill";

WHEREAS, the Solid Waste Permit in effect as of the Effective Date of this Agreement is hereinafter referred to as the "Existing Solid Waste Permit";

WHEREAS, BLC (as successor in interest by merger to IESI PA Bethlehem Landfill Corporation, a successor in interest by merger to Eastern Waste of Bethlehem, Inc.), the Township, and the City of Bethlehem (the "City") are parties to a Host Community Agreement dated April 17, 1998 ("1998 Original Agreement"), which was amended on September 6, 2001 ("2001 Amendment") (together, the "1998 Host Community Agreement"), incorporated herein (without attachments) as "Attachment 1";

WHEREAS, BLC is contemplating an expansion of the limits of the Existing Landfill onto property it owns that is contiguous to and primarily east and north/east of (with a small portion west of) the Existing Landfill and is located within the Township (the "Phase V Expansion"), said Phase V Expansion conceptually depicted on the plan entitled "Conceptual Plan Bethlehem Landfill Phase V Expansion," dated August 2023, prepared by Martin & Martin ("Phase V Conceptual Plan"), which is incorporated herein as "Attachment 2,"

WHEREAS, a major modification of the Solid Waste Permit, issued by PADEP, will be required for the Phase V Expansion ("Phase V Major Permit Modification"), which BLC will be applying for in the future;

WHEREAS, although the final disposal footprint of the Phase V Expansion may vary in size or configuration from that depicted on the Phase V Conceptual Plan based on further investigation and regulatory requirements, BLC will not seek approval of a disposal footprint that is any larger than the proposed disposal footprint depicted on the Phase V Conceptual Plan in its application for the Phase V Major Permit Modification;

WHEREAS, BLC and the Township have negotiated a variety of host municipal benefits, as set forth herein, tied to the execution of this Agreement and to the issuance of a Phase V Major Permit Modification;

WHEREAS, the Parties desire to enter into this Agreement to amend, restate, replace and supersede the 1998 Host Community Agreement in its entirety, except with respect to certain rights and obligations of the City contained in the 1998 Host Community Agreement which shall survive and remain unaffected by this Agreement as noted in Section 8.B herein, as of the Effective Date;

WHEREAS, the City has consented to the execution of this Agreement by the Parties as reflected Paragraph 23 of the September 26, 2022 Lease Agreement between the City and BLC, attached hereto as "Attachment 3"; and

WHEREAS, the Parties enter into this 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 hereby agree to amend, restate, replace and supersede the 1998 Host Community Agreement in its entirety, except as noted in Section 8.B herein, as of the Effective Date as follows:

**Section 1. INCORPORATION**

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

**Section 2. HOST FEES/FINANCIAL BENEFITS**

- A. As of the Effective Date of this Agreement and unless and until BLC's receipt of a final, unappealable Phase V Major Permit Modification, BLC shall pay to the Township a host municipality benefit fee of \$6.90 per ton for all municipal waste and wastewater treatment sludge disposed at the Landfill ("Municipal Waste Host Fee"), and a host municipality benefit fee of \$9.97 per ton for all residual waste disposed at the Landfill ("Residual Waste Host Fee") (collectively, "Host Fees").

- B. Unless and until BLC's receipt of a final, unappealable Phase V Major Permit Modification, the Host Fees set forth in Section 2.A herein shall be escalated annually, on a calendar year basis, at the rate of 4.0% per year, with the first adjustment occurring on January 1 following the Effective Date of this Agreement.
- C. In the event that BLC receives a final, unappealable Phase V Major Permit Modification, then upon such receipt BLC shall pay a Municipal Waste Host Fee of Eleven Dollars (\$11.00) per ton and a Residual Waste Host Fee of Thirteen Dollars and Seventy Five Cents (\$13.75) per ton, with no escalation.
- D. Host Fees shall not be applicable to any material defined as waste under the Implementing Regulations that either: 1) PADEP approves the Landfill to use as alternative daily cover; or 2) that PADEP approves the Landfill to use for construction purposes at the Landfill.
- E. The Host Fees provided for in this Section 2 shall be paid in accordance with Section 1302 of Act 101 (governing the form and timing of host municipality benefit fee payments).
- F. The Township acknowledges and agrees that (i) the Township has been paid in full all amounts due under the 1998 Host Community Agreement as of the Effective Date (except for amounts due pursuant to the current quarterly period not due as of the Effective Date) and releases BLC and its parents, predecessors, affiliates, subsidiaries, successors – whether by merger, de facto merger, asset purchase, stock purchase, continuity of enterprise, substantial continuity of enterprise or otherwise – assigns, lessees, sub lessees and lessors from any such claims, demands, damages, actions, causes of action or suits arising from, relating or pertaining to such amounts pursuant to Act 101 for periods prior to the Effective Date, and (ii) the Host Fees provided for in this Section 2 are in full satisfaction of any claims, demands, damages, actions, causes of action or suits of any kind or nature whatsoever that the Township may have against BLC for host municipality benefit fees for waste disposed at the Landfill pursuant to Act 101. Upon each payment by BLC of the amount due pursuant to Section 2.A, Section 2.B, and Section 2.C, the Township releases BLC and its parents, predecessors, affiliates, subsidiaries, successors – whether by merger, de facto merger, asset purchase, stock purchase, continuity of enterprise, substantial continuity of enterprise or otherwise – assigns, lessees, sub lessees and lessors from any such claims, demands, damages, actions, causes of action or suits arising from, relating or pertaining to such host municipality benefit fees pursuant to Act 101 for periods through the date of such payment.
- G. BLC shall continue to be exempt from the three percent (3%) gross revenue tax under Township Ordinance 83-1 and any future gross revenue and/or similar tax, fee, or assessment established by the Township through Township ordinance against the Landfill facility or operation. This exemption shall relieve BLC of the 3% tax on gross revenues from all revenue earned by disposing of or recycling

waste at the Landfill and transporting waste to the Landfill for disposal. The foregoing shall not relieve BLC from paying any applicable real estate tax or transfer tax. The parties acknowledge that this exemption shall not relieve BLC from any valid, applicable gross revenue tax and/or any valid, applicable tax, fee, or assessment asserted by the Township relating to any other business conducted by BLC at the Landfill property. The parties further agree that: (i) BLC shall continue to pay the Township a fee equal to 3% of any gross proceeds received from sales of methane gas generated at the Landfill for as long as methane gas is generated at the Landfill; and (ii) that if BLC applies for and obtains a permit from the PADEP for operation of a transfer station at the Landfill, BLC shall pay to the Township 3% of gross revenue generated through operation of such transfer station. The Township acknowledges that BLC will not be charging its consolidated group or generating gross revenue for waste transported to any such transfer station by its consolidated group. The Township further acknowledges that BLC is concerned that payment of 3% of gross revenue for transfer of waste may be excessive, and the Township agrees to meet with BLC to negotiate in good faith a lower fee which may be more economically appropriate at the time. BLC agrees at such time to consider, in good faith, any reasonable operational or environmental issue that may result from the operation of a transfer station. The parties acknowledge that the preceding sentence does not apply to any transfer of waste due to the temporary unavailability of the Landfill to BLC or similar emergency situations. All 3% gross revenue fees owed by BLC to the Township shall be paid monthly.

**Section 3. ADDITIONAL BENEFITS**

- A. Spring and Fall Clean-Up. So long as BLC is receiving waste for disposal in either the Existing Landfill or the Phase V Expansion, BLC shall accept waste that can be lawfully disposed of in the Landfill for Spring and Fall Clean-Up generated from and delivered by residents residing in the Township (as such residents reasonably verify to BLC) at no cost to such residents on one Saturday in the Spring and one Saturday in the Fall each calendar year, the dates to be mutually agreed upon by BLC and the Township and during normal working hours of the Landfill.
  
- B. Township Rates. BLC shall make the Landfill available to the Township at a gate rate not exceeding the lowest rate then being charged any other municipality delivering similar quantities of waste to the Landfill without a contract. If the Township establishes controls over its haulers assuring that only the municipal solid waste from the Township is delivered to the Landfill, BLC shall make the Landfill available to the Township at a gate rate not exceeding the lowest rate being charged to other municipalities delivering similar quantities of waste under contracts of similar time duration with the Landfill. BLC agrees to provide capacity at the Landfill for the disposal of residential and commercial municipal solid waste generated within the Township during the term of this Agreement.

C. Township Right to Lease Certain Closed Areas of Landfill.

- 1) The Parties agree that the Township has a right to lease certain closed areas of the Landfill in accordance with the provisions of this Section 3.C, so long as:
  - i. the use pursuant to such lease does not interfere with or disrupt in any way BLC's operations and/or its obligations under the Solid Waste Permit, including but not limited to its closure and post-closure obligations, and/or its obligations under any other or any local, state, or federal statute, regulation, permit or approval;
  - ii. the use will not penetrate or compromise the landfill capping material or otherwise threaten the integrity of the landfill cap or any other landfill infrastructure, or cause the landfill to be out of compliance with the Solid Waste Permit, including but not limited to its closure and post-closure obligations, and/or its obligations under any other or any local, state, or federal statute, regulation, permit or approval; and
  - iii. all required local, state, and federal permits and approvals for the use pursuant to such lease are obtained, including but not limited to a Major Permit Modification to the Solid Waste Permit, at the Township's sole cost.
  
- 2) Within ninety (90) days after receipt by BLC of a final, unappealable Phase V Major Permit Modification, BLC shall confirm to the Township, in writing (the "Existing Landfill Lease Notice") in accordance with the notice provisions of Section 9.N herein, the Township's exclusive right, option and privilege to lease some or all of the areas within the Existing Landfill that are identified as within the "Existing Landfill Leasable Property Boundary" on the Plan entitled "Leasable Area Plan," which is incorporated herein at "Attachment 4," (the "Existing Landfill Leasable Property") and which have at that time been certified and approved by PADEP as closed pursuant to a PADEP-approved Form 37 Certification for closure.
  
- 3) At any time within the three hundred sixty five (365) day period immediately following the date the Township receives the Existing Landfill Lease Notice from BLC, unless otherwise extended by the Parties in writing, the Township shall submit to BLC a proposed Lease Term Sheet, in accordance with the notice provisions of Section 9.N herein, which shall include:
  - i. the specific portion(s) of the Existing Landfill Leasable Property the Township would like to lease (the "Existing Landfill Leased Premises");

- ii. the use which the Township proposes to put the Existing Landfill Lease Premises (the "Use");
  - iii. the improvements to be made by the Township to the Existing Landfill Leased Premises to allow for the Use and the non-exclusive easements, if any, reasonably necessary to construct, operate and maintain such improvements;
  - iv. the material and economic terms of the lease – including: nominal fixed rent (which the Parties herein agree shall be \$10.00 per year); Township to pay for operating costs and property expenses (i.e., an allocable share of property taxes, insurance premiums and maintenance costs) and permitting/approval costs; respective maintenance obligations; and Township compliance with all local, state and federal permits and approvals, including the Solid Waste Permit, applicable to the Existing Landfill Leased Premises;
  - v. rights reserved to BLC – specifically as relates to BLC’s continued operations and obligations under the Solid Waste Permit, including but not limited to its closure and post-closure obligations, and BLC’s obligations under any other or any local, state, or federal statute, regulation, permit or approval; and
  - vi. the desired term of the lease.
- 4) The Township’s failure to timely deliver a proposed Lease Term Sheet to BLC responsive to the Existing Landfill Lease Notice shall constitute a waiver of the Township’s lease rights at that time. If the Township does present the proposed Lease Term Sheet to BLC as described above, the Parties shall thereafter negotiate in good faith to enter into a lease prepared by BLC (the "Existing Landfill Lease") for the Use of the Existing Landfill Leased Premises, for a mutually agreeable term, non-assignable by the Township, and subject to other commercially reasonable conditions as required by BLC (with the Parties acknowledging that they have agreed to a fixed rate of \$10.00 per year, per Section 3.C.3.iv herein). The Township, at its cost, will propose conceptual design documents for improvements to the Existing Landfill Leased Premises, to be approved by BLC, and incorporated into the Existing Landfill Lease as an exhibit or by reference. If the Parties do not reach agreement on the terms of the Existing Landfill Lease within sixty (60) days after the Township’s delivery to BLC of a proposed Lease Term Sheet, then either Party may terminate negotiation and neither party will have liability to the other in connection with the Existing Landfill Lease.
- 5) The Parties further agree that within ninety (90) days after BLC has permanently ceased disposing of waste in the Phase V Expansion and all disposal areas within the Phase V Expansion have been certified and approved by PADEP as closed pursuant to a PADEP-approved Form 37 Certification for closure, BLC shall confirm to the Township, in writing (the "Phase V Lease Notice") in accordance with the notice provisions of

Section 9.N herein, the Township's exclusive right, option and privilege to lease some or all of the areas within the Phase V Expansion that are identified as within the "Phase V Leasable Property Boundary" on the plan entitled "Leasable Area Plan" at "Attachment 4" (the "Phase V Leasable Property").

- 6) At any time within the three hundred sixty five (365) day period immediately following the date the Township receives the Phase V Lease Notice from BLC, unless otherwise extended by the Parties in writing, the Township shall submit to BLC a proposed Lease Term Sheet pertaining to the Phase V Leasable Property, in accordance with the notice provisions of Section 9.N herein, which shall include all information set forth above in Section 3.C(3)(i) to 3.C(3)(vi), thereby identifying the "Phase V Leased Premises."
- 7) The Township's failure to timely deliver a proposed Lease Term Sheet to BLC responsive to the Phase V Lease Notice shall constitute a waiver of the Township's lease rights at that time. If the Township does present the proposed Lease Term Sheet to BLC as described in Section 3.C(6) above, the Parties shall thereafter negotiate in good faith to enter into a lease prepared by BLC (the "Phase V Lease") for the Use of the Phase V Leased Premises, for a mutually agreeable term, non-assignable by the Township, and subject to other commercially reasonable conditions as required by BLC (with the Parties acknowledging that they have agreed to a fixed rate of \$10.00 per year, per Section 3.C.3.iv herein). The Township, at its cost, will propose conceptual design documents for improvements to the Phase V Leased Premises, to be approved by BLC, and incorporated into the Phase V Lease as an exhibit or by reference. If the Parties do not reach agreement on the terms of the Phase V Lease within sixty (60) days after the Township's delivery to BLC of a proposed Lease Term Sheet, then either Party may terminate negotiation and neither party will have liability to the other in connection with the Phase V Lease.

**Section 4. PROPERTY VALUE PROTECTION PROGRAM.** BLC will provide a Property Value Protection Program as set forth in "Attachment 5" of this Agreement (the "Program") to protect the owners of certain properties located within the vicinity of the Phase V Expansion depicted in **Schedule 1** of "Attachment 5" (on the plan entitled "Potential Eligible Properties Plan") upon which residential dwellings are located ("Eligible Properties" under the Program) against possible loss of the value of those properties due to the Phase V Expansion. Fifty percent (50%) of any payments made by BLC to Eligible Property Owners (as that term is defined by the Program) under the Program, excluding any payment made by BLC to purchase the Eligible Property ("BLC PVP Payment") shall be deducted from Host Fees owed by BLC to the Township pursuant to Section 2 of this Agreement for the quarter in which the BLC PVP Payment was made.



**Section 5. LANDFILL OPERATIONS AND RELATED MATTERS**

- A. Compliance with Solid Waste Permit. BLC shall operate the Landfill in substantial compliance with the Solid Waste Permit and PADEP rules and regulations and valid Township ordinances which are not preempted or otherwise meet the criteria for preemption.
- B. Waste Permitted.
- 1) The Landfill may accept municipal and residual waste from any point of origin, in-state or out-of-state, in accordance with state, federal, or Constitutional law, provided that the Landfill may only accept the types of waste not prohibited from being disposed of at the Landfill by state or federal regulations.
  - 2) BLC shall provide to the Township with a copy of all documentation submitted to PADEP for each residual waste being considered for disposal at the Landfill. The Township shall have fifteen (15) days for the Township Manager or his/her designee to provide BLC any written comments from the Township on said documentation.
- C. Days/Hours of Operation. The days and hours of waste acceptance and operation at the Landfill are provided by the Solid Waste Permit. BLC shall not apply for any modification to the Solid Waste Permit to change the hours of waste acceptance or operation permitted under the Existing Solid Waste Permit, unless the Township otherwise agrees in writing.
- D. Prohibition Against Waste Transported by Rail. BLC shall not be permitted to accept waste for disposal at the Landfill that is transported directly to the Landfill by rail.
- E. Daily Volume Limits. BLC shall not apply for any modification to the Solid Waste Permit to increase the average daily volume or maximum daily volume beyond the volumes permitted under the Existing Solid Waste Permit, unless the Township otherwise agrees in writing.
- F. Blasting. BLC will retain only qualified and licensed individuals to perform blasting activities at the Landfill. All blasting activities will be reviewed and approved by a professional engineer. BLC shall notify the Township at least forty eight (48) hours in advance of any blasting activities scheduled to occur at the Landfill.
- G. Applebutter Road Sewer Line.
- 1) The parties acknowledge that BLC is the owner of the eight (8) inch sewer line on Applebutter Road providing sewer service for discharges of wastewater from the Landfill extending from the Landfill to the City of Bethlehem publicly owned treatment plant (the "Sewer Line"). BLC shall

continue to maintain and be responsible for any and all costs of maintenance of the Sewer Line incurred after the Effective Date of this Agreement, for as long as the Landfill is discharging flow into the Sewer Line. When the Landfill is no longer discharging flow into the Sewer Line, BLC will convey at no cost its rights to the Sewer Line to the Township or its authority, and the Township agrees to accept such conveyance provided BLC has maintained the Sewer Line in reasonably good condition given its age and use and subject to normal wear and tear. Prior to such conveyance, the Township shall not assess against BLC, nor be entitled to receive from BLC, any costs or fees associated with the Landfill's discharge to the sewerage system serving the Landfill, and BLC shall not be considered a customer of the Township with respect to any discharge from the Landfill facility to that sewerage system. After such conveyance, any discharge to the Sewer Line from the Landfill property shall be subject to the rules and regulations of the Township and/or its authority for discharges of wastewater into the City of Bethlehem's wastewater collection system.

- 2) The parties agree that the Township may approve the use of the Sewer Line by Township property owners, other than BLC, subject to the following conditions: (i) the Township has the right to approve the discharge of no more than a total of 182,520 gallons per day of flow into the Sewer Line; (ii) the Township shall not approve any use of the Sewer Line by any property owner which does not comply with the rules and regulations of the Township and its authority for discharges of wastewater into the City's wastewater collection system; (iii) the Township shall not approve the discharge of storm water into the Sewer Line; (iv) the Township shall not approve any hookup to the Sewer Line, which fails to meter either the sewage discharge (where the hookup involves a property using groundwater for drinking or other purposes) or the public water supply serving the associated use; (v) any use approved by the Township shall be charged or allocated against or deducted from the contracted sewage "reserved capacity" between the City and the Township; (vi) prior to the approval of any hookup to the Sewer Line, the Township shall provide written notice to BLC of the potential hookup so that BLC may inspect the location of any connection to the Sewer Line, after which BLC has the right to disapprove, for engineering reasons, the location of any connection to the Sewer Line; and (vii) none of the costs associated with any extension of or tapping into the Sewer Line, or any damage to the Sewer Line resulting therefrom, will be the responsibility of BLC. If BLC reasonably determines that the discharge needs of the Landfill require more than 547,560 gpd, the Township agrees to reduce the 182,520 gpd flow capacity allotted to the Township herein to accommodate the reasonable needs of the Landfill, to the extent the Township has not already approved the use of the capacity to Township property owners pursuant to this Section 5.G.2. BLC agrees not to charge the Township, its

authority, or the Township's customers for the wastewater conveyed through the Sewer Line pursuant to this Section 5.G.2.

- H. Water Customer. BLC, its successors and assigns, shall be a water customer of the Township or its authority and shall comply with the rates, rules, and regulations of the Township or its authority. All private fire hydrants serving the Landfill shall be maintained with meters to measure water usage. BLC shall continue to maintain the present hydrants without waiver of the right to add more hydrants.
- I. Emergency Water Supply. BLC shall maintain responsibility for and the cost for the PADEP-approved plan for providing emergency water supplies to replace domestic or agricultural private water supplies that are demonstrated, to the satisfaction of PADEP, to require replacement as a result of the pumping down of the groundwater by the existing groundwater abatement system at the Landfill. The cost of any emergency water supplies and installation of any related permanent water supply extensions shall be borne by BLC. The Parties acknowledge that pursuant to Paragraph 12 of the 1998 Original Agreement, which continues in full force and effect after the Effective Date of this Agreement, the City is required to make available to BLC replacement water in sufficient quantity and quality to satisfy BLC's obligations under this Section 5.I.
- J. Residential Well Contamination. In the event that the Landfill is found by the PADEP and/or any court of competent jurisdiction to be the cause of residential well contamination, BLC shall pay the entire cost of extensions to the public water system required to serve Township residents affected by such contamination for any extension constructed after the Effective Date of this Agreement for residents that are not served by public water. The Township shall take all steps necessary and appropriate to approve any such extensions and to make available potable water of sufficient quantity and quality to satisfy the obligations of this Section 5.J. The Parties acknowledge that pursuant to Paragraph 17 of the 1998 Original Agreement, which continues in full force and effect after the Effective Date of this Agreement, the City is also obligated to take all steps necessary and appropriate to approve any such extensions and to make available potable water of sufficient quantity and quality to satisfy BLC's obligations under this Section 5.J.
- K. Water Supply Testing for Contiguous Landowners. BLC acknowledges its obligations under Section 4000.1103 (entitled "Water supply testing for contiguous landowners") of Act 101, which include an obligation to have quarterly sampling and analysis conducted of private water supplies used by owners of properties contiguous to a municipal waste landfill at the expense of the landfill operator, upon written request of the property owner.
- L. Police Protection. The Township agrees that the prime responsibility for police protection to the Landfill shall continue to be the Township's. The Parties acknowledge that pursuant to Paragraph 31 of the 1998 Original Agreement,

which continues in full force and effect after the Effective Date of this Agreement, the City bears prime responsibility for fire protection to the Landfill.

- M. Landfill Committee. BLC and the Township shall continue to participate in the Lower Saucon Township Landfill Committee ("Landfill Committee") to monitor and review the operation of the Landfill. The Landfill Committee shall consist of two BLC representatives and two residents from the Township. The Landfill Committee shall meet quarterly, and shall have the discretion to set its own meeting schedules and administrative procedures as the Landfill Committee deems necessary. The Landfill Committee shall be authorized and requested to periodically monitor the Landfill operation and provide reports on the Landfill operation to BLC and to the Township. The Landfill Committee also shall be required and empowered to receive, review and report on Landfill related complaints. The Landfill Committee shall be advisory only, and shall have not legal authority to bind either BLC or the Township. The Landfill Committee meetings shall be held within the Township and open to the Township, and/or its designees and residents to attend. BLC will provide reasonable, escorted access to the Landfill and property owned by BLC to the members of the Landfill Committee and to the Township and/or its designees. BLC shall provide in electronic format a quarterly report to the Landfill Committee in advance of each quarterly Landfill Committee meeting that is substantially similar in form and substance to the quarterly reports provided in electronic format by BLC to the Landfill Committee as of the Effective Date of this Agreement, an example of which is attached hereto at "Attachment 6".
- N. Solid Waste Incinerators. BLC agrees that no Solid Waste Incinerator, or other type of waste-to-energy facility that utilizes the burning of Solid Waste, shall be permitted at the Landfill unless and until a revised Host Community Agreement is executed by the Parties.
- O. By the tenth (10<sup>th</sup>) business day of July each calendar year, BLC shall send the Township a stand-alone copy of the Municipal Waste Landfill Annual Operation Form for the Landfill that is included in the annual report submitted by BLC to PADEP pursuant to 25 Pa. Code § 273.313 (a full copy of which is provided to the Township), which, among other things, reports the "Estimated Remaining Life" of the Landfill in years.

**Section 6. FUTURE EXPANSION OF THE LANDFILL**

- A. The Township recognizes that BLC intends to expand the Landfill as depicted on the Phase V Conceptual Plan, and the Parties acknowledge that the Phase V Expansion and the issuance of the Phase V Permit Modification are fundamental and integral to this Agreement and that it is in the best interest of both Parties that the Phase V Permit Modification is obtained.

- B. The Township, including all Council members, officers, employees, and representatives acting on behalf of the Township, shall not oppose the Phase V Expansion and BLC's efforts to obtain all necessary permits, licenses, authorizations and approvals that are required for the Phase V Expansion; provided the Phase V Expansion is: (i) designed in compliance with the Solid Waste Management Act and Implementing Regulations ("Condition 1"); and (ii) designed in compliance with applicable, valid Township ordinances that are not preempted or otherwise meet the criteria for preemption ("Condition 2"), and that the Landfill is being operated in material compliance with all applicable PADEP rules and regulations and the Solid Waste Permit ("Condition 3").
- C. Nothing in Section 6.B above binds the right of any Township Council member, officer, employee, or representative from acting exclusively on their own individual behalf; while acting exclusively on their own individual behalf, they make take all actions legally available to oppose the Phase V Expansion.
- D. The Township, including all Council members, officers, employees, and representatives acting on behalf of the Township, may oppose the Phase V Expansion if BLC does not meet the terms of Conditions 1, 2, or 3 of Section 6.B, above.
- E. If the Township, including all Council members, officers, employees, and representatives acting on behalf of the Township, in good faith and pursuant to Section 6.D above opposes, including by an appeal to or intervention before an agency or court of competent jurisdiction, the Phase V Expansion and is unsuccessful in such opposition, the Township shall not be subject to damages, provided that prior to initiating any such opposition, the Township has obtained and provided to BLC:
- 1) where the basis for the opposition is that BLC has not met the terms of Conditions 1 and/or 3 above, unqualified written opinions from both the Township Engineer and an independent professional engineering firm which professional engineering firm has, in the preceding six (6) months, performed substantive services on at least one landfill in Pennsylvania, which opinions detail the basis for the conclusion that BLC has not met the terms of Conditions 1 and/or 3 above; or
  - 2) where the basis for the opposition is that BLC has not met the terms of Condition 2 above, unqualified, written opinions from both the Township Solicitor and a law firm with at least 25 attorneys and experience in zoning matters, which opinions detail the basis for the conclusion that BLC has not met the terms of Condition 2 above.
- F. Nothing in this Section 6 waives any rights the Township may have to request the PADEP to conduct a public hearing on the Phase V Expansion, or to offer to the PADEP during the application review period any engineering design comments on the Phase V Expansion, any comments on the compliance history of BLC

regarding the operation of the Landfill, and/or any comments relating to a release or a significant threat of a release of hazardous substances to the environment by BLC at or from the Landfill in violation of PADEP rules and regulations.

- G. The Parties hereto acknowledge and agree that the Phase V Expansion shall be subject to the land development approval provisions of the Township's Subdivision and Land Development Ordinance as well as all applicable provisions of the Township's Zoning Ordinance.

#### **Section 7. BREACH**

- A. Upon the occurrence of a breach, the non-breaching party shall provide written notice of the breach to the breaching party in accordance with the notice provisions of Section 9.N of this Agreement. Upon receipt of such written notice, the breaching party shall have thirty (30) days in which to cure such breach(es). In the event that a breach cannot reasonably be cured or remedied within such thirty (30) day period, the breach shall not give rise to the remedies for breach set forth in Section 7.B herein for a reasonable additional time period not to extend more than one hundred twenty (120) days after receipt of such written notice by the breaching party, so long as the breaching party has in good faith commenced curing or remedying such breach(es) within the thirty (30) day period and thereafter diligently acted to complete the cure.
- B. Upon or after a breaching party's failure to cure a default as provided for in Section 7.A herein, the non-breaching party may bring an action to enforce this Agreement in accordance with Section 9.F herein and seek any and all relief available at law or in equity.

#### **Section 8. EFFECTIVE DATE AND TERM OF AGREEMENT**

- A. This Agreement shall become effective upon execution by the Parties and adoption of any required Township resolutions ("Effective Date").
- B. Upon the Effective Date of this Agreement, the 1998 Host Community Agreement shall be deemed amended, restated, replaced and superseded by the terms of this Agreement, except that the rights and obligations of the City under Paragraphs 12, 17, 27, 29, 31 and 44 of the 1998 Original Agreement are not affected by this Agreement and shall continue in full force and effect after the Effective Date of this Agreement.
- C. This Agreement shall terminate upon one of the following, whichever is later: when disposal of waste permanently ceases in the Existing Landfill or, if waste is received for disposal in Phase V Expansion, when disposal of waste permanently ceases in the Phase V Expansion.
- D. Notwithstanding anything to the contrary set forth in this Agreement, BLC may at any time terminate this Agreement if BLC determines that the continued

operation of the Landfill is no longer economically viable or in the best interests of BLC.

- E. Following the termination of this Agreement pursuant to this Section 8.C or 8.D, neither Party shall have any further obligation under this Agreement; except for any liabilities or obligations accruing to a Party prior to such termination of this Agreement and Sections 2.A, 2.B, 2.G (only with respect to the Township's right to 3% of any gross proceeds received from sales of methane gas generated at the Landfill, which shall survive for as long as the Landfill is generating methane gas), 9.C, 9.D, 9.F, 9.G, 9.I, and 9.K, which shall survive the termination or expiration of this Agreement.

**Section 9. MISCELLANEOUS**

- A. To the extent not defined herein, all words, terms, phrases, etc., used in this Agreement that relate to solid waste or municipal waste disposal facilities and that are defined in Act 101, the Solid Waste Management Act, or the Implementing Regulations, shall have the respective meanings as defined in such statutes and regulations as of the Effective Date of this Agreement.
- B. This Agreement shall constitute a covenant running with the land, until such time as the same is released or modified by written agreement of the Parties, so that the terms, conditions, and other commitments must be met by BLC and any future owner or operator of the Landfill. The Parties agree that this Agreement shall be recorded in the Recorder of Deeds Office for Northampton County, at the expense of BLC.
- C. BLC hereby agrees to hold harmless, indemnify and defend the Township from and against any damage, liability, loss or deficiency (including reasonable attorneys fees and other costs and expenses incident to any claim, suit, action or proceeding), arising out of or resulting from any failure of BLC to duly perform or observe any term, provision, covenant or condition of this Agreement on the part of BLC, and any negligence, carelessness, action or inaction on the part of BLC arising from or in connection with BLC's duties under this Agreement.
- D. The Township hereby releases BLC and its parents, predecessors, affiliates, subsidiaries, successors – whether by merger, de facto merger, asset purchase, stock purchase, continuity of enterprise, substantial continuity of enterprise or otherwise – assigns, lessees, sub lessees and lessors from any and all known, or reasonably capable of being known, claims, demands, damages, actions, causes of action or suits or any kind or nature whatsoever arising from, relating or pertaining to compliance with the 1998 Host Community Agreement.
- E. BLC will use commercially reasonable efforts, including the payment of reasonable costs, not to exceed \$1,000.00, to cause its third party liability insurance carriers, including environmental liability carriers, to name the Township as an additional named insured on existing policies of insurance which

relate to the Landfill. The Landfill shall notify the Township of any changes in insurance coverage within forty five (45) days of the change.

- F. Any litigation hereunder between the Parties shall be filed and prosecuted in either the Court of Common Pleas of Northampton County, Pennsylvania or the United States District Court for the Eastern District of Pennsylvania, and this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions).
- G. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective parents, predecessors, affiliates, subsidiaries, successors – whether by merger, de facto merger, asset purchase, stock purchase, continuity of enterprise, substantial continuity of enterprise or otherwise – assigns, lessees, sub lessees and lessors.
- H. Neither Party shall assign or otherwise transfer all or any portion of its rights or obligations under this Agreement without prior written consent of the other Party, which consent shall not be unreasonably conditioned, withheld or delayed, except BLC may assign this Agreement without consent to any affiliate of BLC, an entity which acquires all or substantially all of the assets of BLC, or a successor in a merger or acquisition. Further, upon written approval by BLC, said approval to not be unreasonably withheld, the Township may sub-lease any portion of the Existing Landfill Leased Premises or the Phase V Leased Premises, provided that any use permitted under said sub-lease complies with Section 3.C.1(i)-(iii) of this Agreement and the terms of the Existing Landfill Lease or the Phase V Landfill Lease, whichever is applicable.
- I. 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 this Agreement. If any term or provision of this Agreement should be held invalid or unenforceable, the Parties shall endeavor to replace such invalid terms or provisions by valid terms and provisions that correspond to the best of their original economic and general intentions. The invalidity or unenforceability of any term or provision of this Agreement shall not be deemed to render the other terms or provisions of this Agreement invalid or unenforceable.
- J. This Agreement represents the entire understanding of the Parties with respect to the matters contained herein. No other terms, representations, statements, covenants or conditions, oral or otherwise of any kind whatsoever, other than those set forth in writing and in this Agreement, shall be binding upon or enforceable against the Parties.
- K. Neither Party shall be liable for its failure to perform under the terms of this Agreement due to contingencies beyond its reasonable control, including but not limited to, strikes, riots, war, fire, acts of God, changes in any applicable law, whether valid or invalid, of the United States of America or any other



governmental body or instrumentality thereof whether now existing or hereafter created.

- L. No changes, additions, modifications or amendments of this Agreement shall be effective unless they are set out in writing and signed by the Parties. This Agreement may be signed in counterparts.
- M. The section headings in this Agreement are for reference purposes only and shall not control or affect the construction or interpretation of this Agreement in any respect.
- N. All notices, requests, demands or other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given if: 1) delivered in person; 2) mailed first class, postage prepaid, certified or registered mail, return receipt requested; or 3) delivered by a commercial overnight courier that guarantees next day delivery and provides a receipt, as follows:

If to the Township:

Township Manager  
Lower Saucon Township  
3700 Old Philadelphia Pike  
Bethlehem, PA 18015

with a copy to:

Township Council  
Lower Saucon Township  
3700 Old Philadelphia Pike  
Bethlehem, PA 18015  
ATTN: Council President

If to BLC:

General Manager  
Bethlehem Landfill  
2335 Applebutter Rd.  
Bethlehem, PA 18015

with a copy to:

General Counsel  
Waste Connections  
3 Waterway Square Place  
Suite 110  
The Woodlands, TX 77380

The addresses of the Parties and counsel in this Agreement shall remain in effect until another address is given to the other Party in accordance with these notice provisions.

- O. The Parties hereto have the full right, power and authority and all necessary approvals to execute this Agreement and to execute and deliver any and all documents required herein, to undertake and accomplish the terms of this Agreement, and to take all action to execute this Agreement and all documents and instruments necessary or proper or desirable to effectuate the purposes of this Agreement.
- P. This Agreement and any other documents executed and delivered by and on behalf of the Parties are each legal, valid and binding obligations of the Parties enforceable against them in accordance with their respective terms.
- Q. Attached hereto at "Attachment 7" is a resolution of Township Council authorizing the Township to enter into this Agreement and signifying the authority of Township Council to enter into this Agreement on behalf of the Township.

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

LOWER SAUCON TOWNSHIP

BETHLEHEM LANDFILL COMPANY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Attachment 1**

1998 Host Community Agreement

HOST COMMUNITY AGREEMENT BY AND BETWEEN THE  
TOWNSHIP OF LOWER SAUCON, THE CITY OF BETHLEHEM AND  
EASTERN WASTE OF BETHLEHEM, INC.  
REGARDING THE BETHLEHEM LANDFILL

This Agreement is made this \_\_\_\_ day of April, 1998 by and between the Township of Lower Saucon, a Township of the Second Class of the Commonwealth of Pennsylvania ("Township"), the City of Bethlehem, a municipal corporation and political subdivision of the Commonwealth of Pennsylvania ("City"), and Eastern Waste of Bethlehem, Inc., a Delaware corporation ("Eastern").

WHEREAS, the City is the owner and operator of the City of Bethlehem Landfill, which is more fully identified in the legal description attached hereto as Exhibit "A" (hereinafter the "Landfill");

WHEREAS, on November 12, 1993, the City and the Township entered into an agreement and a supplemental agreement to cooperate in the proper expansion of Landfill and to address concerns with the existing facility, which agreement was amended by addendum on July 3, 1997 (hereinafter, collectively, the "1993 Host Agreement");

WHEREAS, the 1993 Host Agreement required the City to review and accelerate completion of the closure and capping of the "original landfill";

WHEREAS, the 1993 Host Agreement required the City to investigate leachate pooling or ponding at the original landfill and, if technically and financially feasible, to draw down pooled leachate within the Landfill cells and discharge such leachate directly to the leachate collection system so as to minimize the amount of such leachate reaching the groundwater;

WHEREAS, the 1993 Host Agreement required the City to install and test on a quarterly basis various monitoring wells around the Landfill area;

WHEREAS, the 1993 Host Agreement required the City to conduct and provide residential well testing, leachate testing for quantity and quality, and testing of storm water quality leaving the Landfill site;

WHEREAS, the 1993 Host Agreement placed certain restrictions on residual waste received at the Landfill;

WHEREAS, the City agreed under the 1993 Host Agreement to accept municipal waste from only Lehigh and Northampton Counties, Pennsylvania;

WHEREAS, the City agreed under the 1993 Host Agreement that funds generated from the operation or sale of the Landfill would be used only for operation or closure;

WHEREAS, the Township adopted Ordinance 83-1 requiring landfill operators (other than exempt municipalities) to pay a tax of three percent (3%) of gross revenue to the Township;

WHEREAS, the 1993 Host Agreement required the City to pay certain host municipal fees to the Township for municipal waste, wastewater treatment sludge and residual waste deposited at the Landfill;

WHEREAS, the 1993 Host Agreement obligates the City to pay to the Township a fine of 25% of any fine paid by the City to the PADEP for violations at the Landfill;

WHEREAS, the 1993 Host Agreement obligated the City to pay certain sums of money relating to the extension of public water supply system along Applebutter Road and costs of certain property owners connecting to the public water supply;

WHEREAS, the City has entered into an agreement to sell the Landfill to Eastern Environmental Services, Inc., a Delaware Corporation ("Landfill Agreement"), which agreement will be modified to reflect the conveyance of the Landfill to Eastern, a wholly owned subsidiary of Eastern Environmental Services, Inc.;

WHEREAS, the Landfill Agreement conditions the consummation of the sale of the Landfill upon certain events, including a novation of the 1993 Host Agreement on terms acceptable to the City and Eastern Environmental Services, Inc.;

WHEREAS, Eastern Environmental Services, Inc., is willing to guarantee the obligations of Eastern to the Township and to the City under this novation of the 1993 Host Agreement; and

WHEREAS, the Township, the City and Eastern desire to enter into this Agreement to effect a novation of the 1993 Host Agreement and to enter into a new host agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and intending to be legally bound hereby, the Township, the City and Eastern agree as follows:

Section I - Environmental Issues:

1. Eastern agrees that the definition of "abatement" and "remediation" of pollution of groundwater shall be the laws and regulations of the Commonwealth of Pennsylvania and those standards established by the Pennsylvania Department of Environmental Protection ("PADEP"). The parties

acknowledge that the existing groundwater abatement program at the Landfill was developed under the PADEP municipal solid waste management regulations. The parties also acknowledge that the state has enacted the Pennsylvania Land Recycling and Environmental Remediation Standards Act, Act 2 of 1995, which establishes, *inter alia*, remediation objectives for groundwater cleanup activities. The parties further acknowledge that the Township does not waive any rights it may have to comment on or contest any revision of the Groundwater Abatement Program.

2. Eastern will continue to operate and maintain the leachate collection system and the groundwater abatement and remediation system at the Landfill, including the discharge of leachate extracted from the Landfill directly to the leachate collection system so as to minimize the amount of such leachate reaching the groundwater, in accordance with all applicable requirements of the PADEP, and will continue work to reduce groundwater contamination ("Groundwater Abatement Program"). The terms of this Paragraph 2 shall also apply equally to any permitted expansion of the Landfill.
3. Eastern acknowledges that the Groundwater Abatement Program is a dynamic process. Should the drawdown wells need to be pumped at a higher rate, or more drawdown wells be required, Eastern shall respond as directed by PADEP. Eastern shall implement and, as appropriate, revise the Groundwater Abatement Program to achieve the goals of abatement and/or remediation established by PADEP. The parties acknowledge that Eastern may request the PADEP to review the existing Groundwater Abatement Program at the Landfill, including any past or future modifications to that abatement program, pursuant to the remediation objectives established under Act 2 of 1995. The parties acknowledge that the Township does not waive any rights it may have to comment on or contest any such request by or on behalf of Eastern. The parties further acknowledge that the Township does not waive any rights it may have to comment on or contest any revision of the Groundwater Abatement Program.
4. The City has modified the Landfill industrial wastewater permit for the acceptance of Landfill leachate and groundwater resulting from the Groundwater Abatement Program. The City shall cause the City of Bethlehem Wastewater Treatment Plant to enter into an agreement with Eastern to continue to treat leachate and groundwater abatement well water generated at the Landfill on terms acceptable to Eastern and the City, including, but not limited to: (a) issuing an industrial wastewater discharge permit to Eastern on terms (e.g., quantity and quality limits) no more stringent than the existing permit issued to

the City; (b) allowing Landfill leachate, groundwater and other wastewater to be discharged to the City's Sanitary Sewer System in accordance with the City's rules and regulations, as amended from time to time; (c) establishing a term of the agreement that extends for as long as the Landfill is generating leachate and/or groundwater in quantities that require treatment; and (d) requiring the City to authorize, cooperate and support the continued use of the City of Bethlehem Wastewater Treatment Plant to satisfy the leachate storage capacity requirements for the Landfill.

5. The City and the Township shall enter into an Industrial Waste Agreement in a form substantially similar to the agreement from the Township to the City, which said agreement shall be approved by the City as a condition of the Township's approval of this Agreement.
6. Eastern shall operate and maintain the groundwater monitoring well system (including all present on-site and/or off-site, and any future on-site and/or off-site monitoring wells), with the approval of and subject to all applicable requirements of the PADEP, or as agreed upon by Eastern and the Township.
7. Eastern acknowledges that the Township has expressed a concern that the monitoring wells on the Landfill's north side and east side, including well TW-9A, NS-2 and MP-5A, may not provide sufficient information for a valid statistical trend analysis for the north and east sides of the Landfill. The Landfill's current engineers, Gannett Fleming, have provided an opinion dated March 9, 1998 which has been delivered to allay the Township's concerns. If the Landfill's groundwater monitoring wells do not provide sufficient data to perform valid statistical trend analysis for groundwater from the north and east sides of the old original unlined landfill area north of the groundwater divide of the Landfill, Eastern shall supplement the existing ground water monitoring system wells with additional wells at the Landfill or at the City owned land over which Eastern has an easement for monitoring wells; provided, additional wells will provide sufficient data for statistical trend analysis. Eastern's obligation to provide additional monitoring wells shall end when PADEP no longer requires the monitoring wells.
8. Eastern shall conduct and provide all residential well testing as required by Municipal Waste Planning, Recycling and Waste Reduction Act of 1988, 53 P.S. § 4000.101 et seq. ("Act 101"), including any wells required to be tested by PADEP in accordance with its letter of October 12, 1991 and/or subsequent instructions. All contiguous property

owners to the Landfill have been notified of their right to have their well tested by a PADEP approved laboratory of their selection. Such testing shall be done in accordance with Form ER-WM-60:4/89 (or current version) quarterly and Form 19 annually.

9. Leachate tests of quantity and quality shall be performed quarterly by Eastern in accordance with all PADEP criteria.
10. The parties acknowledge that the storm water control system for the Landfill has been designed and installed in accordance with the Saucon Creek Watershed Plan requirements, as applicable. Eastern shall design and install any additions or changes to the storm water control system in accordance with the Saucon Creek Watershed Plan requirements, as applicable. Eastern shall test at least annually the storm water quality leaving the Landfill site from the detention and sediment basins.
11. Eastern will retain only qualified and licensed individuals to perform blasting activities at the Landfill. Should any special protection be necessary over any rock area uncovered or blasted prior to the start of Landfill liner construction, it shall be provided in accordance with all requirements of PADEP. All blasting activities will be reviewed and approved by a professional engineer.
12. Eastern shall assume responsibility for and the cost for the City's PADEP-approved plan for providing emergency water supplies to replace domestic or agricultural private water supplies that are demonstrated, to the satisfaction of PADEP, to require replacement as a result of the pumping down of the groundwater by the Groundwater Abatement Program. The City shall make available to Eastern replacement water in sufficient quantity and quality to satisfy the obligations of this Paragraph 12. The cost of any emergency water supplies and installation of any related permanent water supply extensions shall be borne by Eastern.
13. Eastern shall not use the "Naturite" material that the City previously used in 1988 and 1989 as cover material for the additional cover work or restoration work unless and until PADEP is fully satisfied that such material can be used in an environmentally safe manner. Such finding shall be evidenced by way of approval, in writing, from PADEP prior to any utilization of the "Naturite" for cover or closure purposes.

#### Section II - Township Cost Issues:

14. Eastern agrees to pay the Township quarterly a municipal host fee of \$1.75 per ton for all municipal waste and



wastewater treatment sludge, and \$2.92 per ton for all residual waste transported to and deposited in the Landfill. These rates shall be escalated annually, on a calendar year basis, at the rate of 4.0% per year, with the first adjustment occurring on January 1, 1999. The host fee rates set forth above shall be increased by \$1.00 for each ton of waste transported to and deposited in any area of the Landfill not currently permitted for disposal (hereinafter "Future Permitted Disposal Area"). Such \$1.00 increase shall also be escalated annually, on a calendar year basis, at the rate of 4.0% per year, with the first adjustment occurring on the first January 1st after waste is first disposed in such Future Permitted Disposal Area. The host fee shall be paid for any material defined as a waste in accordance with PADEP regulations irrespective of the use of that material by Eastern at the Landfill. The timing and manner of payment of the quarterly host fee shall be in accordance with the provisions of Act 101.

15. Eastern shall be exempt from the three percent (3%) gross revenue tax under Township Ordinance 83-1 and any future gross revenue and/or similar tax, fee or assessment established by the Township through Township ordinance against the Landfill facility or operation. This exemption shall relieve Eastern of the 3% tax on gross revenues from all revenue earned by disposing of or recycling waste at the Landfill and transporting waste to the Landfill for disposal. The foregoing shall not relieve Eastern from paying any applicable real estate tax or transfer tax. The parties acknowledge that this exemption shall not relieve Eastern from any valid, applicable gross revenue tax and/or any valid, applicable tax, fee or assessment asserted by the Township relating to any other business conducted by Eastern at the Landfill property. The parties further agree that:  
(i) Eastern shall pay the Township a fee equal to 3% of any gross proceeds received from sales of methane gas generated at the Landfill, and (ii) that if Eastern applies for and obtains a permit from the PADEP for operation of a transfer station at the Landfill, Eastern shall pay to the Township 3% of gross revenue generated through operation of such transfer station. The Township acknowledges that Eastern will not be charging its consolidated group or generating gross revenue for waste transported to any such transfer station by its consolidated group. The Township further acknowledges that Eastern is concerned that payment of 3% of gross revenue for transfer of waste may be excessive, and the Township agrees to meet with Eastern to negotiate in good faith a lower fee which may be more economically appropriate at the time. Eastern agrees at such time to consider, in good faith, any reasonable operational or environmental issue that may result from the operation of a transfer station. The parties acknowledge that the

preceding sentence does not apply to any transfer of waste due to the temporary unavailability of the Landfill to Eastern or similar emergency situations. All 3% gross revenue fees owed by Eastern to the Township shall be paid monthly.

16. In consideration of the Township's consent to delay the receipt of an increase on the host fee from Eastern and other good and valuable consideration, the City agrees to pay the Township upon the Effective Date of this Agreement a lump sum payment of \$500,000.00 by good check or immediately available funds.
17. In the event that the Landfill is found by the PADEP and/or any court of competent jurisdiction to be the cause of residential well contamination, Eastern shall pay the entire cost of extensions to the public water system required to serve Township residents affected by such contamination for any extension constructed after Eastern acquires the Landfill for residents that are not served by public water. The City and Township shall take all steps necessary and appropriate to approve any such extensions and to make available potable water of sufficient quantity and quality to satisfy the obligations of this Paragraph 17. In the event that the Landfill is found by the PADEP and/or any court of competent jurisdiction to be the cause of residential well contamination for any residential well located on property abutting the Water Line extension along Applebutter Road and Skyline Drive in existence at the time of this Agreement, whether or not the resident is served by public water at the time of the signing of this Agreement, the City shall pay \$200,000 to the Township, to compensate the Township for cost it has already experienced to bring public water to area residents.
18. The City waives the remaining \$50,000 credit against the host fee which had been provided for in Section II, Paragraph 3 of the 1993 Host Agreement.
19. The post-closure trust fund established pursuant to Section 1108 of Act 101 and funded by the City and/or Eastern shall be available for the County of Northampton and PADEP, as applicable, but, unless applicable law otherwise provides, in no event shall the maintenance and creation of the trust fund impose any obligation on the Township with respect to the use of those funds for the operation, ownership or maintenance of the Landfill.
20. Eastern shall make the Landfill available to the Township at a gate rate not exceeding the lowest rate then being charged any other municipality delivering similar quantities of waste to the facility without a contract. If the Township

establishes controls over its haulers assuring that only the municipal solid waste from the Township is delivered to the Landfill, Eastern shall make the Landfill available to the Township at a gate rate not exceeding the lowest rate being charged other municipalities delivering similar quantities of waste under contracts of similar time duration with the Landfill.

Section III - Landfill Operational Issues:

21. Eastern agrees to operate the Landfill in substantial compliance with the Landfill Solid Waste Permit No. 100020 (the "Solid Waste Permit") and the rules and regulations of the Pennsylvania Department of Environmental Protection ("PADEP") and valid Township ordinances which are not pre-empted, or otherwise meeting the criteria for pre-emption.
22. The Township agrees that Eastern may accept municipal and residual waste from any point of origin, in-state or out-of-state, in accordance with state or federal law.
23. Eastern agrees to provide the Township with a copy of all documentation submitted to PADEP for each residual waste being considered for disposal at the Landfill. The Township shall have 15 days for the Township Manager or his designee to provide Eastern any written comments from the Township. Such comments by the Township shall be documented by a professional engineer and subject to Eastern's review and final decision.
24. Eastern and the Township shall continue to participate in the Lower Saucon Township Landfill Committee ("Landfill Committee") to monitor and review the operation of the Landfill. The Landfill Committee shall consist of two Eastern representatives and two residents from the Township. The Landfill Committee shall meet monthly or at such other intervals as mutually agreed upon by the Landfill Committee members, and shall have the discretion to set its own meeting schedules and administrative procedures as the Landfill Committee deems necessary. The Landfill Committee shall be authorized and requested to periodically monitor the Landfill operation and provide reports on the Landfill operation to Eastern and to the Township. The Landfill Committee also shall be required and empowered to receive, review and report on Landfill related complaints. The Landfill Committee shall be advisory only, and shall have no legal authority to bind either Eastern or the Township. The Landfill Committee meetings shall be held within the Township and open to the Township, and/or its designees and Township residents to attend. Eastern will provide

reasonable, escorted access to the Landfill and property owned by the City over which Eastern has an easement to the members of the Landfill Committee and to the Township, and/or its designees.

25. Eastern shall retain a qualified professional engineer and other qualified personnel to provide oversight and monitoring of the following Landfill activities, and to provide a quarterly report to the Landfill Committee which report shall address at least the following:
- a) Progress on the installation of the Phase III Landfill and any approved future expansion phases.
  - b) Progress on capping or closure.
  - c) Report on the monitoring well testing program with reports of any increase or decrease in groundwater contaminant levels at these monitoring wells as compared to the preceding quarterly measurements, along with a comparison of the current quarterly results to the Pennsylvania Safe Drinking Water Act maximum contaminant levels and secondary maximum contaminant levels and calculated increase or decrease in parameter values. Such report may be the PADEP quarterly report, supplemented as necessary, without waiver of the Township's right to the PADEP quarterly reports.
  - d) Report on the residential well testing program with reports of any increase or decrease in groundwater contaminant levels at these residential wells as compared to the preceding quarterly measurements, along with a comparison of the current quarterly results to the Pennsylvania Safe Drinking Water Act maximum contaminant levels and secondary maximum contaminant levels and calculated increase or decrease in parameter values. Such report may be the PADEP quarterly report, supplemented as necessary, without waiver of the Township's right to the PADEP quarterly reports.
  - e) Any reporting that is presently being provided to the Township or Landfill Committee regarding the monitoring well testing program and/or the residential well testing program other than the reports referenced in sub-paragraphs (c) and (d) above, for as long as the underlying data utilized to prepare those reports continues to be available.
  - f) Report the tonnage for municipal waste, residual waste, and wastewater treatment sludge on a quarterly basis with regard to number of tons of each waste. Such report shall be the PADEP quarterly reports.
  - g) Problems of an environmental nature with respect to Landfill design, operation or necessary remedial measures.

26. Eastern shall retain an outside, independent qualified professional hydrogeologist or a firm employing such hydrogeologist to prepare and submit annually to PADEP, the Township and the Landfill Committee a report on the residential well testing and the monitoring well testing, which report shall include a "statistical trend analysis". This report shall be prepared annually until such time as PADEP deems it no longer necessary.
27. The City agrees that the leachate flow and groundwater abatement well water from the Landfill site shall not be allocated or charged to the Township or its authority as industrial waste or sanitary sewage, nor will there be any cost or fees assessed to the Township or its authority for conveyance or treatment. Also, these flows will not be charged or allocated against or deducted from the contracted sewage "reserved capacity" between the City and the Township. The parties acknowledge the Township's right to extend the Sewer Line (as hereinafter defined) subject to the limitations set forth in Paragraph 29, and any and all extensions of the Sewer Line must be approved by the City, pursuant to the existing arrangements. The Township agrees not to extend the Sewer Line without the prior written consent of the City. Such consent shall not be arbitrarily withheld by the City.
28. The parties acknowledge that Eastern will be acquiring the City's interest in the eight (8) inch sewer line providing sewer service for discharges of wastewater from the Landfill extending from the Landfill to the City's publicly owned treatment plant (the "Sewer Line"). The City represents to Eastern and the Township that the Sewer Line is designed and installed with a flow capacity of 730,080 gallons per day ("gpd"). Eastern shall maintain and be responsible for any and all costs of maintenance of the Sewer Line incurred after the effective date of this Agreement, for as long as the Landfill is discharging flow into the Sewer Line. When the Landfill is no longer discharging flow into the Sewer Line, Eastern will convey at no cost its rights to the Sewer Line to the Township or its authority, and the Township agrees to accept such conveyance provided Eastern has maintained the Sewer Line in reasonably good condition given its age and use and subject to normal wear and tear. Prior to such conveyance, the Township shall not assess against Eastern, nor be entitled to receive from Eastern, any costs or fees associated with the Landfill's discharge to the sewerage system serving the Landfill, and Eastern shall not be considered a customer of the Township with respect to any discharge from the Landfill facility to that sewerage system. After such conveyance, any discharge to the Sewer Line from the Landfill property shall be subject to the rules and regulations of the Township and/or its authority

for discharges of wastewater into the City's wastewater collection system.

29. The parties agree that the Township may approve the use of the Sewer Line by Township property owners, other than Eastern, subject to the following conditions: (i) the Township has the right to approve the discharge of no more than a total of 182,520 gallons per day of flow into the sewer line; (ii) the Township shall not approve any use of the Sewer Line by anyone which does not comply with the rules and regulations of the Township and its authority for discharges of wastewater into the City's wastewater collection system; (iii) the Township shall not approve the discharge of storm water into the Sewer Line, (iv) the Township shall not approve any hookup to the Sewer Line, which fails to meter either the sewage discharge (where the hookup involves a property using groundwater for drinking or other purposes) or the public water supply serving the associated use; (v) any use approved by the Township shall be charged or allocated against or deducted from the contracted sewage "reserved capacity" between the City and the Township; (vi) Eastern may inspect and has the right to disapprove, for engineering reasons, the location of any connection to the Sewer Line; and, (vii) none of the costs associated with any extension of or tapping into the Sewer Line, or any damage to the Sewer Line resulting therefrom, will be the responsibility of Eastern or the City. If Eastern reasonably determines that the discharge needs of the Landfill require more than 547,560 gpd, the Township agrees to reduce the 182,520 gpd flow capacity allotted to the Township herein to accommodate the reasonable needs of the Landfill, to the extent the Township has not already approved the use of the capacity to Township property owners pursuant to this Paragraph 29. Eastern agrees not to charge the Township, its authority or the Township's customers for the wastewater conveyed through the Sewer Line pursuant to this Paragraph 29.
30. Eastern, its successors and assigns, shall be a water customer of the Township or its authority and shall comply with the rates, rules and regulations of the Township or its authority. All private fire hydrants serving the Landfill shall be maintained with meters to measure water usage. Eastern shall continue to maintain the present hydrants without waiver of the right to add more hydrants.
31. The Township agrees that the prime responsibility for police protection to the Landfill shall be the Township's. The City agrees that the prime responsibility for fire protection to the Landfill shall be the City's.

32. The City has granted to the Township a woodlands protection easement for the approximate eight (8) acre area identified in Exhibits B and C, attached hereto. The woodlands protection easement provides that the woodlands in the easement area shall be preserved as undisturbed woodlands, except for removal of dead or diseased trees, and/or except for normal removal of trees for prudent forest management to allow for proper tree growth. The City also holds a Pennsylvania Power & Light easement and ownership of the former Redington/Bethlehem Steel Co. and Helms tracts, identified in Exhibits D, E and F, attached hereto. The City shall grant Eastern the rights of ingress, egress, and regress over the woodland protection easement area, the PP&L easement area and the former Redington/Bethlehem Steel Co. and Helms tracts, and the further right to perform groundwater testing and abatement and gas monitoring in these areas. The City, its successors or assigns, agree not to use the aforesaid tracts in such a manner which would unreasonably impede Eastern's use or access to the tract for activities, including, but not limited to, groundwater testing and abatement and gas monitoring. Excepting any activity relating to environmental investigation, monitoring, abatement and/or remediation, Eastern agrees not to undertake landfill disposal activities or own/operate a transfer station, incinerator, or any other type of waste processing activity, at the former Redington/Bethlehem Steel Co. and/or former Helms tracts, and further agrees to comply with the terms of the recorded scenic and Conservation Easements between the City and the Township for these tracts, whether Eastern uses the parcels under an easement from the City or Eastern later acquires the parcels from the City. The City, its successors and assigns, shall not transfer, lease, or otherwise divest itself of any interest in the aforesaid tracts/easements without prior written approval of the Township for any change in the use of the tracts which would be inconsistent with the scenic and conservation easements.

Section IV - Future Expansion of the Landfill.

33. The Township recognizes that Eastern intends to expand the Landfill, and the parties acknowledge that an expansion of the disposal capacity of the Landfill is an essential component of Eastern's acquisition of the facility.
- a. The Township, including all Council members, officers, employees and representatives acting on behalf of the Township, agrees not to oppose any proposed expansion of the Landfill, provided the proposed expansion is: (i) designed in compliance with applicable PADEP rules and regulations ("Condition 1"), (ii) designed in compliance with

applicable, valid Township ordinances that are not pre-empted, or otherwise meeting the criteria for pre-emption ("Condition 2"), and (iii) Eastern has operated the Landfill in material compliance with all applicable PADEP rules and regulations and the Landfill Solid Waste Permit ("Condition 3"). The parties further agree that the Township, including any Council members, officers, employees and representatives acting on behalf of the Township, may oppose any proposed expansion of the Landfill if Eastern does not meet the terms of Conditions 1, 2 or 3, above. The parties acknowledge that nothing in this Paragraph 33 binds the right of any Township Council member, officer, employee or representative from acting exclusively on their own individual behalf. The parties further acknowledge that any Township Council member, officer, employee or representative, while acting exclusively on their own individual behalf, may take any and all actions legally available to oppose any proposed expansion of the Landfill.

b. If the Township, including all Council members, officers, employees and representatives acting 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 expansion of the Landfill and is unsuccessful in such opposition, the Township shall not be subject to damages, provided that prior to initiating any such opposition, the Township has obtained and provided to Eastern:

(i) where the basis for the opposition is that Eastern has not met the terms of Conditions 1 and/or 3 above, unqualified, written opinions from both the Township Engineer and an independent professional engineering firm which professional engineering firm has, in the preceding six (6) months, performed substantive services on at least one landfill in Pennsylvania, which opinions detail the basis for the conclusion that Eastern has not met the terms of Conditions 1 and/or 3 above; or

(ii) where the basis for the opposition is that Eastern has not met the terms of Condition 2 above, unqualified, written opinions from both the Township Solicitor and a law firm with at least 25 attorneys and experienced in zoning matters, which opinions detail the basis for the conclusion that Eastern has not met the terms of Condition 2 above.

c. The parties acknowledge that nothing in this Paragraph 33 waives any rights the Township may have to request the PADEP to conduct a public hearing on any proposed expansion of the Landfill, or to offer to the PADEP during the



application review period any engineering design comments on the proposed Landfill expansion, any comments on the compliance history of Eastern regarding the operation of the Landfill, and/or any comments relating to a release or a significant threat of a release of hazardous substances to the environment by Eastern at or from the Landfill in violation of PADEP rules and regulations. The parties further acknowledge that this Paragraph 33 does not waive any rights the Township may have to offer to the Zoning Hearing Board any engineering design comments regarding whether the proposed Landfill expansion conforms to the Township Zoning Ordinance or any other valid Township ordinances that are not pre-empted, or otherwise meeting the criteria for pre-emption, over which the Zoning Hearing Board has jurisdiction and which are applicable to the proposed Landfill expansion.

d. The parties agree that, except only as provided in Paragraph 14 above, in no event shall any expansion of the Landfill, whether opposed or unopposed, result in an increase in the host fee due to the Township.

34. [Intentionally omitted.]

Section V - Legal and Other Issues:

35. This Agreement is entered into by the parties pursuant to the provisions of Act 101, including but not limited to Sections 304(b) and 1301.

36. The Township acknowledges that in Pennsylvania there are extensive rules and regulations governing the siting, design, operation, closure and post-closure of municipal waste landfill facilities, much of which pre-empts the Township's authority to adopt legislation affecting the siting, design and operation of the Landfill. The Township agrees to grant an immediate moratorium from enforcement of the Township Ordinance 98-3 and to repeal Township Ordinance 98-3 within 30 days from the effective date of this Agreement. Eastern agrees to provide written comments on Township Ordinance 98-3 to the Township within 30 days of the effective date of this Agreement. Eastern and the Township agree to thereafter meet with the goal of developing within six (6) months after the effective date of this Agreement a new landfill ordinance that does not address matters which are pre-empted, or otherwise meeting the criteria for pre-emption, by federal, state or county rules or regulations, or which are covered by the existing permits and licenses for the facility and/or this Agreement. The Township further agrees not to adopt any new landfill ordinance which addresses matters which are pre-empted, or

otherwise meeting the criteria for pre-emption, by federal, state or county rules or regulations, or which are covered by the existing permits and licenses for the facility and/or this Agreement. The Township agrees that it will not restrict the hours and/or days of operation of the Landfill or routing of traffic to the Landfill any more so than as provided in the existing Landfill Solid Waste Permit, without waiver of the right of the Township to enforce its otherwise valid and generally enforceable traffic ordinances. If after reasonable opportunity for review, Eastern fails to provide comment to the Township on any portion of a new landfill Ordinance which Eastern later successfully challenges, the Township shall not be subject to damages.

37. The hours of operations and buffer zone shall be as stated in the Solid Waste Permit for the Landfill and the PADEP regulations for municipal waste landfills.
38. The City and Eastern represent to the Township and each other that they are not aware of any existing material violation of PADEP regulations regarding the Landfill. Eastern further represents and warrants to the Township that it is not aware of any material pending, threatened or existing litigation against Eastern, its officers and directors which would in any way impede or jeopardize its ability to carry out the terms of this Agreement and operate the Landfill in accordance with applicable federal and state law and regulations. The City further represents and warrants to the Township that to its knowledge the Landfill is in material compliance with the Solid Waste Permit, and that it is not aware of any material pending, threatened or existing claim, cause of action, suit or judgement arising out of its ownership and operation of the Landfill.
39. To the extent that the 1993 Host Agreement may be a covenant of the Subdivision Improvements Agreement between the City and the Township, dated March 16, 1994, by virtue of the reference to and the attachment as exhibits of the 1993 agreement and supplemental agreement in Paragraph 13 thereof, it is intended and agreed by the Township and the City that any such covenant therein relating to the 1993 Host Agreement is released, effective upon the Closing Date of the Landfill Agreement.
40. Eastern agrees that this Agreement shall constitute a covenant running with the land, until such time as the same is released or modified by written agreement of the parties, so that the terms, conditions, and other commitments must be met by Eastern and any future owner or operator. The parties agree that this Agreement shall be recorded in the

Recorder of Deed for Northampton County prior to the issuance of a Certificate of Occupancy.

41. This Agreement shall constitute a novation of, and replace and supersede, the 1993 Host Agreement between the City and the Township, and further, the City shall have no further obligation under or as a result of the 1993 Host Agreement, the 1985 Host Agreement and/or the 1970 Stipulation and Agreement, each concerning the Landfill and between the City and the Township. Should court approval be required to modify the 1970 Stipulation and Agreement consistent with the preceding sentence, the parties agree to cooperate and take all reasonable steps necessary to obtain the same, with all costs and reasonable fees to be paid by the City and/or Eastern.
42. The parties hereby 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.
43. Eastern hereby agrees to hold harmless, indemnify and defend the Township of Lower Saucon from and against any damage, liability, loss or deficiency (including reasonable attorneys fees and other costs and expenses incident to any claim, suit, action or proceeding), arising out of or resulting from any failure of Eastern to duly perform or observe any term, provision, covenant or condition of this Agreement on the part of Eastern, and any negligence, carelessness, action or inaction on the part of Eastern arising from or in connection with Eastern's duties under this Agreement.
44. The City hereby agrees to hold harmless, indemnify and defend the Township of Lower Saucon from and against any damage, liability, loss or deficiency (including reasonable attorneys fees and other costs and expenses incident to any claim, suit, action or proceeding), arising out of or resulting from any failure of the City to duly perform or observe any term, provision, covenant or condition of this Agreement on the part of the City, and any negligence, carelessness, action or inaction on the part of the City arising from or in connection with the City's duties under this Agreement.
45. Eastern will use commercially reasonable efforts, including the payment of reasonable costs, not to exceed \$1,000.00, to cause its third party liability insurance carriers, including environmental liability carriers, to name the Township as an additional named insured on existing policies of insurance which relate to the Landfill.

46. This Agreement shall become effective upon the Closing Date of the Landfill Purchase Agreement between the City of Bethlehem and Eastern Environmental Services, Inc., except that the moratorium on the enforcement of Township Ordinance 98-3, provided in Paragraph 36, above shall be effective upon the execution of this Agreement by the parties. If this Agreement becomes unenforceable or null and void and the City resumes, re-acquires or reverts as the owner or operator of the Landfill, then the City shall comply with all of the provisions of the 1993 Host Agreement.
47. 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.
48. 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.
49. Any litigation hereunder between the parties shall be filed and prosecuted in the Court of Common Pleas of Northampton County, Pennsylvania.
50. In case any provision of this Agreement shall be invalid, illegal or unenforceable, it shall, to the extent possible, be modified in such manner as to be valid, legal and enforceable, but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.
51. The City and Eastern each agree to bear one-half of the reasonable attorneys' and engineering fees and costs incurred by the Township in analyzing, preparing, negotiating, and commenting on this Agreement, and in analyzing the rights and obligations of the Township under the 1993 Host Agreement, in the context of this Agreement.
52. The City and Eastern each agree to bear their respective attorney fees, expenses and other costs in the negotiations and preparation of this Agreement.

53. Attached hereto are resolutions of the City and the Township authorizing each corporate body and politic to enter into this Agreement and signifying the authority of the Mayor (on behalf of the City) and Council President (on behalf of the Township) to enter into this Agreement on their behalf.

City of Bethlehem

William J. DeCristo  
Controller

APR 22 1998

David J. J. J.  
Mayor

Township of Lower Saucon

R. S. Anselmi  
Secretary

Benjamin A. Zajack  
Council President

Eastern Waste of Bethlehem, Inc.

B. J.  
Secretary

B. J.  
Vice-President

PARENT GUARANTEE

EASTERN ENVIRONMENTAL SERVICES, INC., hereby agrees to guarantee the obligations of its wholly owned subsidiary, Eastern Waste of Bethlehem, Inc., contained in the foregoing Host Community Agreement by and between the Township of Lower Saucon, the City of Bethlehem and Eastern Waste of Bethlehem, Inc. regarding the Bethlehem Landfill.

IN WITNESS WHEREOF, Eastern Environmental Services, Inc. has duly executed and delivered these presents April 7, 1998.

EASTERN ENVIRONMENTAL SERVICES, INC.

By: 

Name: Robert M. Kramer

Title: Exec V.P.

COMMONWEALTH OF PENNSYLVANIA )  
 : SS:  
COUNTY OF *Northampton* )

On this 7<sup>th</sup> day of MAY, 1998, before me,  
MARtha L. Chase, a Notary Public, personally appeared  
Geraldine Szakmeister, who duly acknowledged herself to be the  
Council President of Lower Saucon Township, and that she, as such  
Council President, being authorized to do so, executed the  
foregoing instrument for the purpose therein contained, by  
signing the name of the Township by herself as Council President.

Witness my hand and official seal.

Martha L. Chase

Notarial Seal  
Martha L. Chase, Notary Public  
Lower Saucon Twp., Northampton County  
My Commission Expires Jan. 23, 1999  
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA )  
 : SS:  
COUNTY OF *Northampton* )

On this 22<sup>nd</sup> day of April, 1998, before me,  
Cynthia A. Schick, a Notary Public, personally appeared DONALD T.  
CUNNINGHAM, Mayor of the City of Bethlehem, known to me to be the  
person described in the foregoing instrument, and acknowledged  
that he executed the same in his official capacity therein stated  
and for the purposes therein contained.

Witness my hand and official seal.

Cynthia A. Schick

Notarial Seal  
Cynthia A. Schick, Notary Public  
Bethlehem, Northampton County  
My Commission Expires Aug. 15, 1998

## HOST COMMUNITY AGREEMENT AMENDMENT

THIS AMENDMENT to the Host Community Agreement is made this 6<sup>th</sup> day of September 2001, by and between the Township of Lower Saucon, a Township of the Second Class of the Commonwealth of Pennsylvania (the "Township"), and IESI PA Bethlehem Landfill Corporation (f/k/a Eastern Waste of Bethlehem, Inc.), a Delaware Corporation ("IESI").

WHEREAS, the City of Bethlehem applied for and received a special exception for the Landfill, f/k/a the Bethlehem Landfill from the Township's Zoning Hearing Board for Phase III (consisting of approximately thirty-three (33) acres of disposal area) of the Bethlehem Landfill in 1993; and

WHEREAS, the Township, the City of Bethlehem and Eastern Waste of Bethlehem, Inc. are parties to the "Host Community Agreement by and between the Township of Lower Saucon, the City of Bethlehem, and Eastern Waste of Bethlehem, Inc. regarding the Bethlehem Landfill" dated April 17, 1998, (the "Host Community Agreement"), recorded in the Northampton County Recorder of Deeds Office at Tax Map Parcel Numbers P7-5-31, P7-5-33, P7-5-34, P8-1-1, and N8-14-16; and

WHEREAS, on June 30, 1999, IESI acquired all of the shares of stock of Eastern Waste of Bethlehem, Inc. and changed the name of the corporation to IESI PA Bethlehem Landfill Corporation, thereby becoming subject to and bound by the Host Community Agreement; and

WHEREAS, the Township adopted on May 19, 1999, Ordinance #99-6, which amends the Township Zoning Ordinance to, among other things, extend to landfills and other waste facilities the requirements of Section 180-109F.(2)(a)[1] for an earthen berm to be placed around the perimeter of the property (the "Berm Ordinance"); and

WHEREAS, IESI filed an application with the Pennsylvania Department of Environmental Protection ("DEP") on or about August 3, 2000, as amended (the "PADEP Phase IV Expansion") seeking (1) a forty six (46) acre expansion of the disposal area of the IESI Bethlehem Landfill, (2) an increase in the hours of operation and (3) an increase in the daily waste volumes received at the Landfill; and

WHEREAS, the Township has proposed, and held a public hearing on, an amendment to Section 180-109F.(2) of the Township Zoning Ordinance which would regulate certain aspects of landfill activities including, but not limited to, hours of operation and daily waste volumes received at landfills in the Township; and

WHEREAS, the Township Zoning Ordinance requires that IESI must obtain special exception approval from the Zoning Hearing Board for the Phase IV Expansion; and



WHEREAS, IESI filed with the Township Zoning Hearing Board, pursuant to the provisions of the Township Zoning Ordinance, an application for special exception and other relief relating to the Phase IV Expansion; and

WHEREAS, IESI filed with the Township, pursuant to the provisions of the Township Subdivision and Land Development Ordinance, an application for Land Development relating to the Phase IV Expansion; and

WHEREAS, the Township and IESI desire and agree to amend the Host Community Agreement to address and resolve certain issues relating to the Landfill and the Phase IV Expansion application.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, and intending to be legally bound hereby, the Township and IESI agree as follows:

1. Hours of Waste Acceptance and Hours of Operation. The parties agree that the days and hours of waste acceptance at the IESI Bethlehem Landfill shall be Mondays through Saturdays from 7:00 a.m. to 4:00 p.m. No waste collection or transportation vehicle shall be permitted to enter the Landfill prior to 6:30 a.m. No waste collection or transportation vehicle shall be permitted to cross the weighing scales prior to 7:00 a.m. or after 4:00 p.m. The parties agree that the days and hours of operation at the Landfill shall be Mondays through Saturdays from 6:00 a.m. to 6:00 p.m., and that no staging of waste collection or transportation vehicles shall be permitted along Applebutter Road. No staging of waste collection or transportation vehicles shall be permitted at the Landfill prior to 6:30 a.m. <sup>1</sup>The hours of waste acceptance and hours of operation shall remain the same for the life of the Landfill and PADEP Permit # 100020 unless the Township otherwise agrees in writing. The hours of waste acceptance and hours of operation referred to herein shall commence as of the date that IESI certifies that Phase IV is ready to accept waste disposal. Prior to such date, existing maximums shall be maintained. IESI shall notify PADEP, in writing, of the provisions of this Amendment within fifteen (15) days of the execution of this Amendment. In addition, IESI shall amend the PADEP Phase IV Expansion application, within forty five (45) days of the receipt of the PADEP initial review memorandum, to include the provisions of this Amendment.

2. Daily Volume Limits. The parties agree that the Average Daily Volume ("ADV") of waste received at the Landfill will not exceed 1,375 tons per day on a quarterly daily average. The parties further agree that the Maximum Daily Volume ("MDV") of waste received at the Landfill will not exceed 1,800 tons per day. The tonnage limits set forth herein shall remain the same for the life of the Landfill and PADEP Permit # 100020, any expansion thereof and/ or any waste transfer use thereof, unless the Township otherwise agrees in writing, subject to the sole

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<sup>1</sup> At 6:00 a.m. the employees can start preparing for waste acceptance. At 6:30 a.m. the site gates can open and the trucks can stage. At 7:00 a.m. the scale can accept waste and at 4:00 p.m. the scale can no longer accept waste. All landfill activities must cease at 6:00 p.m.

and absolute discretion of the Township.. The volume limits referred to herein shall commence as of the date that IESI certifies that Phase IV is ready to accept waste disposal. IESI shall notify PADEP, in writing, of the provisions of this Amendment within fifteen (15) days of the execution of this Amendment. Until such date, existing volume limits shall be maintained. In addition, IESI shall amend the PADEP Phase IV Expansion application, within forty five (45) days of the receipt of the PADEP initial review memorandum, to include the provisions of this Amendment. Nothing contained herein shall preclude IESI from requesting that the Township approve an increase in the daily volume limits at some point in the future.

3. DEP and Special Exception Approval Process. The parties hereto agree that the Township has the legal right to fully participate in the DEP review process with regard to any issue, provided that said participation is not inconsistent with the provisions of the Host Community Agreement or this Amendment. The parties further agree that the Township has the legal right to fully participate in the Special Exception Zoning Hearings for the Special Exception Application in front of the Lower Saucon Township Zoning Hearing Board for the PADEP Phase IV Expansion or subsequent phases or activities with regard to any issue, provided that said participation is not inconsistent with the provisions of the Host Community Agreement or this Amendment.

The parties further agree that the Township, on June 14, 2001, provided a list of Township concerns to the Department of Environmental Protection and to IESI with regard to the proposed PADEP Phase IV Landfill Expansion under the Department's Environmental Assessment Procedures.

4. Fox and Mullikin Parcels. The parcel of land located immediately west of the Phase IV Expansion (i.e., the property formerly owned by Richard C. Fox), and the parcel located adjacent to the Township pump station on Applebutter Road (i.e. the property formerly owned by Ronald E. and Rhoda J. Mullikin) are not within the LI - Light Industrial Zoning District of the Township, and will not be used for landfill activities, including but not limited to stockpiling and borrowing of material and transfer stations, without the prior approval of the Township Council. The parties agree that the Common Law Zoning Doctrine of "natural expansion" shall not be utilized as justification for the expansion of any landfill activities on to the parcels referred to in this paragraph or any other parcels acquired by IESI in the future. These parcels may be used for the relocation of the high tension power lines, and for placement of landscaping as reasonably required by the Township Planning Commission and/or Township Council. Nothing contained in the within paragraph shall grant to IESI any rights other than those specifically mentioned herein.

5. Zoning and Land Development. The Township has determined that in connection with the Phase IV Expansion, the Landfill has met the requirements of Section 180-109F.(2)(a)[1] of the Township Zoning Ordinance with regard to the berm and setback requirements only, provided that the Phase IV improvements are constructed in accordance with Sheet 4 of 21 of the Land Development Plan dated January 2001, last revised June 12, 2001 as

prepared by Martin & Martin, Inc.. Provided further, that IESI agrees to supplement the existing landscaping and plantings in accordance with the direction of the Township Zoning Officer.

6. Implementation. The Township agrees not to take any action inconsistent with the terms of this Amendment

7. Recording. The parties agree that this Amendment shall constitute a covenant running with the land, until such time as the same is released or modified by written agreement of the parties, so that the terms, conditions and other commitments must be met by IESI and any future owner or operator of the Landfill. The parties agree that this Amendment shall be recorded in the Office of the Recorder of Deeds for Northampton County under and against the property described in the IESI PA Bethlehem Landfill Corporation Lot Line Change plan, prepared by Keystone Consulting Engineers, Inc., dated March 3, 1993, last revised April 9, 2001.

8. Miscellaneous. The section headings of this Amendment are inserted for convenience of reference only. They are not part of this Amendment, are not intended to give full notice of the provisions herein and shall not be considered in construing the meaning or effect of this Amendment. This Amendment may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same instrument. Delivery of executed signature pages to this Amendment by facsimile, shall have the same force and effect as delivery of executed originals of this Amendment. Attached hereto is a resolution of the Township authorizing the Township to enter into this Amendment and signifying the authority of the Council President to enter into this Amendment on behalf of the Township.

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

ATTEST:

Amy N. Liguil

IESI PA BETHLEHEM  
LANDFILL CORPORATION

By: Christopher V. Della Pietra  
Name: Christopher V. Della Pietra  
Title: Vice President

ATTEST:

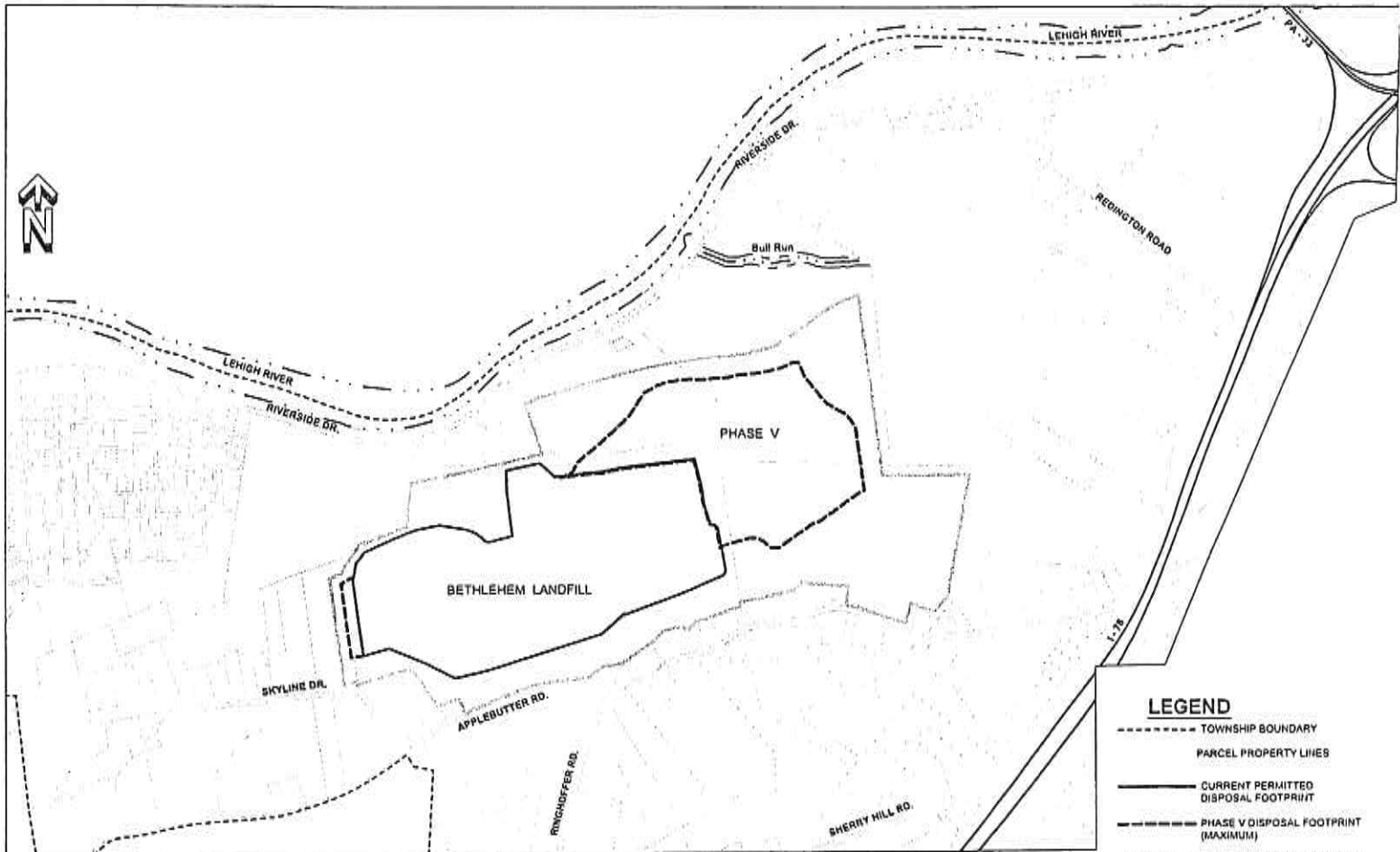
J. DeLeon

LOWER SAUCON TOWNSHIP

By: Priscilla DeLeon  
Name: Priscilla DeLeon  
Title: Council President

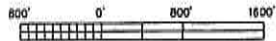
**Attachment 2**

**Phase V Conceptual Plan**



NOTE:  
PARCEL DATA FROM COUNTY OF NORTHAMPTON (GIS DATA).

NOTE: THIS IS A CONCEPTUAL PLAN WHICH SHOWS THE MAXIMUM PADEP PERMIT AREA WITH THE PHASE V EXPANSION AND THE MAXIMUM DISPOSAL FOOTPRINT FOR THE PHASE V EXPANSION. THE FINAL FOOTPRINT CONFIGURATIONS MAY CHANGE AS A RESULT OF FURTHER INVESTIGATION, ENGINEERING DESIGN, REGULATORY REQUIREMENTS, AND PADEP REVIEW OF THE MAJOR PERMIT MODIFICATION; HOWEVER, NEITHER THE PADEP PERMIT AREA NOR THE DISPOSAL FOOTPRINT FOR THE PHASE V EXPANSION WILL INCREASE IN SIZE FROM WHAT IS DEPICTED ON THIS CONCEPTUAL PLAN.



DATE: AUGUST 2023

## Conceptual Plan Bethlehem Landfill Phase V Expansion

**Attachment 3**

**9/6/22 Lease Agreement between BLC and City of Bethlehem**

## LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter "Lease") is made and entered into this ~~26<sup>th</sup>~~ day of September 2022, by and between BETHLEHEM LANDFILL COMPANY (f/k/a IESI PA Bethlehem Landfill Corporation, f/k/a Eastern Waste of Bethlehem, Inc.) (hereinafter "Lessor") and CITY OF BETHLEHEM, a municipal corporation of the Third Class, Commonwealth of Pennsylvania, domiciled by law in the County of Northampton (hereinafter "Lessee").

### BACKGROUND

Lessee owns two tracts of land known as "Parcel 1" and "Parcel 2" consisting of approximately 200 acres of woodland located in Lower Saucon Township, Northampton County, Pennsylvania. "Parcel 1" consists of approximately 138.324 acres and is labeled "Old Bethlehem Steel Corp. Tract" on Exhibit A attached hereto. "Parcel 2" consists of approximately 60.533 acres and is labeled "Old Helms Tract" on Exhibit A attached hereto.

Lessee currently uses portions of Parcel 1 for its Police Department shooting range at approximately the location marked in red on the attached Exhibit B (the "Existing Police Range").

Lessee has leased Parcel 1 and Parcel 2 to the Steel City Gun Club ("Gun Club") pursuant to leases dating back to at least November 20, 1967. Lessee's current Lease with the Gun Club is dated October 21, 1991, as amended by Addendum to City of Bethlehem – Steel City Gun Club Lease dated December 30, 2014 (the "Gun Club Lease").

The Gun Club Lease permits the Gun Club to use Parcel 1 for "normal gun club activities, such as target shooting, archery, etc., and for no other purpose," and the Gun Club has established a shooting range at approximately the locations marked in yellow on the attached Exhibit B (the "Gun Club Range"). The Gun Club Lease permits the Gun Club to use Parcel 2 "for the purpose of hunting and for no other purpose" during legal hunting seasons.

Lessor and Lessee are parties to an Option Agreement dated July 17, 1998, recorded in the Office of the Recorder of Deeds of Northampton, Pennsylvania on July 20, 1998 in Deed Book Volume 1998-1 Page 093410 et seq., giving Lessor the option to purchase Parcel 1 and Parcel 2. Lessor has exercised its rights under the Option Agreement.

Following its acquisition of Parcels 1 and 2 pursuant to the Option Agreement, Lessor is willing to permit Lessee to continue certain shooting range operations upon portions of Parcel 1, provided they do not interfere with Lessor's business operations on Parcels 1 or 2, or endanger

Lessor's employees, contractors, subcontractors or agents on Parcels 1 or 2 (which will entail relocating the Existing Police Range, as further provided in Section 10 below). However, for the safety of Lessor's employees, contractors, subcontractors and agents, Lessor can no longer permit hunting on either Parcel 1 or Parcel 2.

In discussions regarding Lessor's exercise of its rights under the Option Agreement, Lessee advised that it preferred to become the direct lessee with Lessor, and has terminated the Gun Club Lease.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. DEMISED PREMISES

Effective upon the Commencement Date (defined in Section 2 below), Lessor hereby leases to Lessee, and Lessee leases from Lessor that certain property, hereinafter called the "Leased Premises," consisting of approximately 13.2 acres of woodland located on Parcel 1 to the north of the Bull Run Creek, highlighted in pink on the attached Exhibit B, under and subject to all easements, rights, restrictions and encumbrances of record.

During the Term Lessee shall furthermore have the right to use the portion of the 10' dirt lane to the south of the Leased Premises between Riverside Drive and the Leased Premises (the "Access Drive") for ingress, egress and access to the Leased Premises. Lessor and Lessee shall each have the right, but not the obligation, to construct a fence along the Access Drive on the southern border of the Leased Premises, upon at least sixty (60) days' prior notice to the other. The cost of any such fence shall be the sole cost of the party electing to exercise this right. Lessor requires the Access Drive in order to access the portion of Parcel 1 between the southern border of the Leased Premises and north of the Bull Run Creek, and Lessor and Lessee each agree not to obstruct (by the parking of vehicles in or otherwise) the Access Drive. Prior to the Commencement Date, Lessee shall change the locking device on the gate to the Access Drive at Riverside Drive and provide Lessor with the combination or key. If at any time Lessee or Lessor change that locking device, they shall first provide the other party with the new combination or key.

2. TERM

The term of this Lease shall be twenty-nine (29) years and eleven (11) months (the "Term"), commencing on the date Lessor acquires title to Parcel 1 and Parcel 2 from Lessee (the "Commencement Date"), that date being conclusively established by the effective date of the deed from Lessee conveying Parcels 1 and 2 to Lessor.

3. RENT



During the Term of the Lease, Lessee covenants and agrees to pay to Lessor as rental the sum of One Dollar (\$1.00) per year, payable in advance.

#### 4. USE

The Leased Premises shall be used solely for the purpose of conducting outdoor Police and Firefighter training, such as target shooting, field force training, and breaching, etc. and for no other purpose (the "Permitted Use"), subject to compliance with the Rules & Regulations attached to this Lease as Exhibit C and with the then-current versions of applicable City of Bethlehem Police Directives issued in accordance with the Commission on Accreditation of Law Enforcement Agencies, the Pennsylvania Law Enforcement Accreditation Committee, and/or any other accrediting institution then used by Lessee (collectively with Exhibit C, the "Rules").

Lessor disclaims any knowledge of whether the Permitted Use is permitted on the Leased Premises; Lessee shall be responsible for obtaining any variances, approvals, permits or other permissions required by applicable law.

#### 5. RELEASE

Lessee acknowledges that the Leased Premises may contain hazardous conditions. Lessee acknowledges and agrees that Lessee's exercise of its rights under this Lease is subject to the "AS IS WHERE IS" condition of the Leased Premises, including without limitation all defects latent and patent; Lessor makes no representation as to the condition of the Leased Premises.

In consideration of the rights granted to Lessee under this Lease, Lessee does hereby remise, quitclaim, release and forever discharge, and by these presents does for Lessee's employees, officers, boards, departments, commissions, contractors and subcontractors (acting officially or otherwise), invitees, and any person claiming under or through them (collectively, the "Lessee Parties") hereby remise, quitclaim, release and forever discharge Lessor, its parents, subsidiaries, affiliates and their respective officers, directors, shareholders, members, employees, contractors and subcontractors, and their respective successors and assigns (collectively, the "Lessor Parties"), from any and all, and all manner of, actions and cause of action suits, claims and demands whatsoever in law or in equity which any Lessee Party may have against any Lessor Party relating in any way whatsoever to any and all access by any Lessee Party in, on or about the Leased Premises.

Lessee hereby voluntarily assumes all risk of loss, damage, or injury, including death, that may be sustained by any Lessee Party while in, on or about the Leased Premises.

The provisions of this Section 5 shall survive the expiration or earlier termination of this Lease.

#### 6. INDEMNIFICATION

Lessee shall indemnify, defend and hold harmless the Lessor Parties from and against all suits or claims, losses, administrative or enforcement actions, public or private cost recovery actions, demands, liabilities, damages and/ or expenses (including but not limited to reasonable attorneys' fees and litigation costs), at law or in equity arising out of or relating in any way to this Lease and the Permitted Use (each, a "Claim" and, collectively, the "Claims"), which may be imposed upon or incurred by or asserted against any Lessor Party by reason, in whole or in part, of the injury or alleged injury, including death, to any person or property (real or personal, regardless of ownership) that may occur, or that may be alleged to have occurred, in the course of the use by any Lessee Party of the Leased Premises, the condition of the Leased Premises, any act or omission of any Lessee Party, or any breach by Lessee of this Agreement, whether such Claims shall be made by an employee of Lessee, or by a third party, whether or not it shall be claimed that the injury or alleged injury was caused through the negligent act or omission of the Lessor Parties. Lessee hereby acknowledges and agrees that it is indemnifying the Lessor Parties for their own negligence. Lessee shall, at Lessee's own expense, pay all charges of attorneys, and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against a Lessor Party in any such action, or actions, Lessee, at Lessee's own expense, shall satisfy and discharge the same. The obligation of Lessee to indemnify the Lessor Parties contained in this Section 6 shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for Lessee under workers' or workman's compensation acts, disability benefit acts or other employee benefits acts, or under any other insurance coverage Lessee may obtain (including self-insurance).

The provisions of this Section 6 shall survive the expiration or earlier termination of this Lease.

## 7. INSURANCE

The Lessee shall purchase and maintain comprehensive general liability and property damage insurance with a combined single limit of coverage of no less than \$5,000,000, which limit shall increase by 5% every five (5) years. This policy shall contain a contractual endorsement covering Lessee's indemnity obligations under this Lease. Lessor shall be named as an additional insured, as its interest may appear. Lessee shall furnish to Lessor a certificate evidencing this insurance at or prior to closing under the Option Agreement, and thereafter on an annual basis before the current insurance policy expires. The certificate shall require thirty (30) days written notice to Lessor (10 days for nonpayment of premium) before the policy can be altered or cancelled. If for any reason Lessee's insurance policy shall expire without being renewed or shall terminate for any reason, Lessee shall immediately cease all use of the Leased Premises, and in no event shall any shooting activity take place until the policy is renewed or reinstated.

## 8. UTILITIES

Lessee shall pay for all utility services provided to the Leased Premises.

## 9. ASSIGNMENT

Lessee shall not sell, assign, encumber, or sublet its interest or any part thereof under this Lease without Lessor's consent, which Lessor may grant or withhold in its sole and arbitrary discretion.

## 10. MAINTENANCE OF PREMISES

Lessee shall maintain the Leased Premises in good order and in a clean and sanitary condition and shall not:

- a. Keep or suffer to be kept on the Leased Premises any material or object the keeping of which is extrahazardous, will increase the risk of fire, will contravene any law or ordinance, or will constitute a nuisance. Lessor agrees that the keeping/use of firearms and similar weapons, small amounts of explosives for breaching exercises, and small amounts of ammunition shall not violate this Section 10(a) provided they are used, handled and stored in a safe manner and otherwise in compliance with the Rules, and provided that any firearms, similar weapons and explosives are removed from the Leased Premises at the end of each day.
- b. Dispose of any waste, whether hazardous or not, on the Leased Premises.
- c. Permit any activity which would constitute a nuisance or which would cause discredit to the Lessor.
- d. Make any improvements, alterations, additions, or installations, including the trimming or removal of trees, in or to the Leased Premises without the prior written approval of Lessor in its sole discretion. Further, Lessee agrees to indemnify and hold Lessor harmless from and against any and all liens or claims for labor and materials which may arise by reason of any construction, alteration, repair, restoration, addition, or installation which may be made by Lessee on the Leased Premises.

On or prior to the Commencement Date, Lessee agrees to remove all equipment and materials (such as the shed and containers) within the Existing Police Range and relocate its shooting range to the Gun Club Range, and so that shooting activities are limited as provided above in Section 4. Lessor shall reimburse Lessee for up to \$10,000.00 in connection with such relocation promptly following receipt of invoices detailing such costs.

On or prior to the Commencement Date, Lessee agrees to post a notice at the access gate to the Leased Premises notifying the Gun Club that access is precluded. During the Term of this Lease, the Lessee shall furthermore secure the front entry gate with a locking device and keep the gate locked at all times.

Lessor shall have the right, but not the obligation, at its sole cost and expense, to install fencing on the southern boundary of the Leased Premises to restrict access to the remainder of Parcel 1.

#### 11. COMPLIANCE WITH LAWS

Lessee, at its sole expense, shall comply with any and all requirements of any of the constituted public authorities, and with the terms of any state or federal statute or regulation, or local ordinance or regulation applicable to Lessee and its use of the Leased Premises (including, without limitation, those relating to hazardous substances or materials, including, without limitation, lead shot), and save Lessor harmless from penalties, fines, or damages resulting from failure to do so.

#### 12. SURRENDER OF PREMISES

At the expiration of this Lease, Lessee shall surrender the Leased Premises to Lessor in good order and condition, ordinary wear and tear excepted. Further, Lessee shall promptly remove all of Lessee's property, including buildings and facilities and any targets or other improvements constructed at the Leased Premises, on or prior to the effective date of expiration of this Lease, and any such property not so removed may be appropriated, removed, or destroyed by Lessor without any accountability whatsoever to Lessee, and Lessee shall reimburse Lessor for all costs incurred in any such removal or destruction.

#### 13. INSPECTION BY LESSOR

Lessor, its employees, representatives, agents or licensees, shall have the right to enter the Leased Premises following notice to [PoliceProfessionalStandards@bethlehem-pa.gov](mailto:PoliceProfessionalStandards@bethlehem-pa.gov), to make inspections or take measurements or perform testing as it deems necessary.

#### 14. CONDEMNATION

If the Leased Premises should be condemned or otherwise appropriated for public use to an extent which, in Lessee's opinion, renders them unsuitable for Lessee's occupancy, then Lessee may immediately terminate this Lease by written notice to Lessor effective on the date of said taking. No part of any award shall be payable to Lessee.

#### 15. NO WAIVER

No waiver by Lessor of any breach of the terms, covenants, conditions or agreements of this Lease to be kept and performed by Lessee shall be deemed a waiver of any subsequent breach of the same or of any other term, covenant, condition, or agreement of this Lease to be kept and performed by Lessee or of any rights or remedies Lessor may have.

#### 16. ATTORNEY'S FEES

Lessee agrees to pay all costs, attorney's fees, and expenses incurred by Lessor in enforcing any of the terms, covenants, conditions, or agreements of this Lease to be kept and performed by Lessee.

17. NO RECORDING

Neither this Lease nor any memorandum shall be recorded in the public records.

18. DEFAULT AND REMEDY

Should Lessee during the Term of this Lease violate or fail to perform or otherwise breach in a material fashion any covenant or provision hereof or abandon the Leased Premises, Lessee shall be entitled to written notice of any default and shall have ninety (90) days from receipt of such notice to cure such default prior to the exercise of any remedy by Lessor. Lessor agrees to cooperate with Lessee in any and all attempts by Lessee to cure any default within the default cure period, but at no out-of-pocket cost to Lessor. If Lessee shall fail to cure any such default within such ninety (90) day period, Lessor shall be entitled to exercise all remedies available at law or in equity, including termination of this Lease. Notwithstanding anything in the foregoing to the contrary, Lessee shall have the right to take corrective action, and/or to file an action for a TRO or injunctive relief if Lessee fails to cure any such default that reduces (or threatens to reduce) the tree cover on the Leased Premises or poses (or threatens to pose) an imminent risk of danger to persons or property within five (5) days following receipt of notice from Lessor, and Lessee shall reimburse Lessor for its costs in taking any such corrective action promptly following receipt of an invoice.

19. NOTICE

Whenever it is provided herein that notice, demand, request, or other communication be given, such notice, demand, request or other communication shall be given in writing and shall be served by email, with copy to follow by regular or certified mail or recognized courier service guarantying next business day delivery, such notice to Lessee at:

City of Bethlehem  
10 East Church Street  
Bethlehem, PA 18018  
Attn: Police Professional Standards  
Email: PoliceProfessionalStandards@bethlehem-pa.gov

City of Bethlehem  
10 East Church Street  
Bethlehem, PA 18018  
Attn: Solicitor's Office  
Email: righttoknowrequest@bethlehem-pa.gov

And to Lessor at:

Bethlehem Landfill  
2335 Appletree Road  
Bethlehem PA 18015  
Attn: District Manager  
Email: [Bethlehem.Landfill@WasteConnections.com](mailto:Bethlehem.Landfill@WasteConnections.com)

Waste Connections  
3 Watersquare Place, Suite 110  
The Woodlands TX 77380  
Attn: General Counsel's Office  
Email: [john.perkey@wasteconnections.com](mailto:john.perkey@wasteconnections.com)

A party may change its address by notice to the other, and any notice sent by counsel to a party shall be effective for all purposes

## 20. INTEGRATION

This instrument constitutes the entire understanding between the parties with regard to the subject matter hereof and may not be amended or discharged orally. This Lease supersedes and cancels any and all prior written or oral agreements or understandings between the parties.

## 21. CONTINGENCY

This Lease is expressly contingent upon Lessor taking title to Parcel 1 and Parcel 2 under the Option Agreement, and shall take effect immediately upon Lessor's taking title to Parcel 1 and Parcel 2 under the Option Agreement.

## 22. MISCELLANEOUS

- a. Exhibits. All exhibits attached to this Lease are hereby incorporated into this Lease as if set forth herein in full.
- b. No Waiver. No waiver by either party of strict performance of any provision of this Lease shall waive or prejudice that party's right to require strict performance of the same provision or any other provision in the future.
- c. Governing Law. This Lease and all matters related to this Lease shall be governed by the laws of the Commonwealth of Pennsylvania, without respect to principles of conflicts of laws.
- d. Successors and Assigns. This Lease shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns.

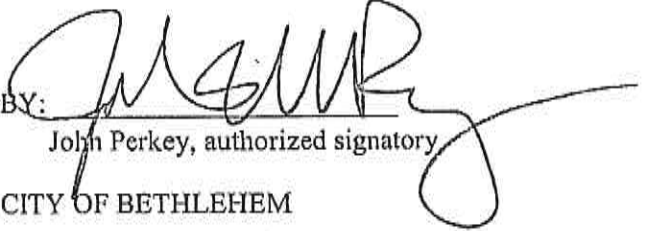
### 23. HOST AGREEMENT

Lessor and Lessee are parties to that certain Host Community Agreement by and between the Township of Lower Saucon, the City of Bethlehem, and Eastern Waste of Bethlehem, Inc. Regarding the Bethlehem Landfill dated April 17, 1998 and recorded in the Northampton County Recorder of Deeds' Office in Volume 1998-1, Page 092807 et seq. (as it has been amended to date, the "Host Agreement"). Lessee agrees that, in consideration of Lessor's agreement to permit Lessee to lease the Leased Premises for the Term at minimal rent, with no obligation to contribute to the payment of real estate taxes thereon, Lessee hereby consents to any changes made to the Host Agreement (including without limitation any termination thereof) provided those changes do not create any new obligations on Lessee. The provisions of this Section 23 shall survive the expiration or earlier termination of this Lease.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, and intending to be legally bound hereby, Lessee and Lessor have caused this Lease to be duly executed and delivered, under seal, the day and year first above written.

BETHLEHEM LANDFILL COMPANY

BY:   
John Perkey, authorized signatory

CITY OF BETHLEHEM

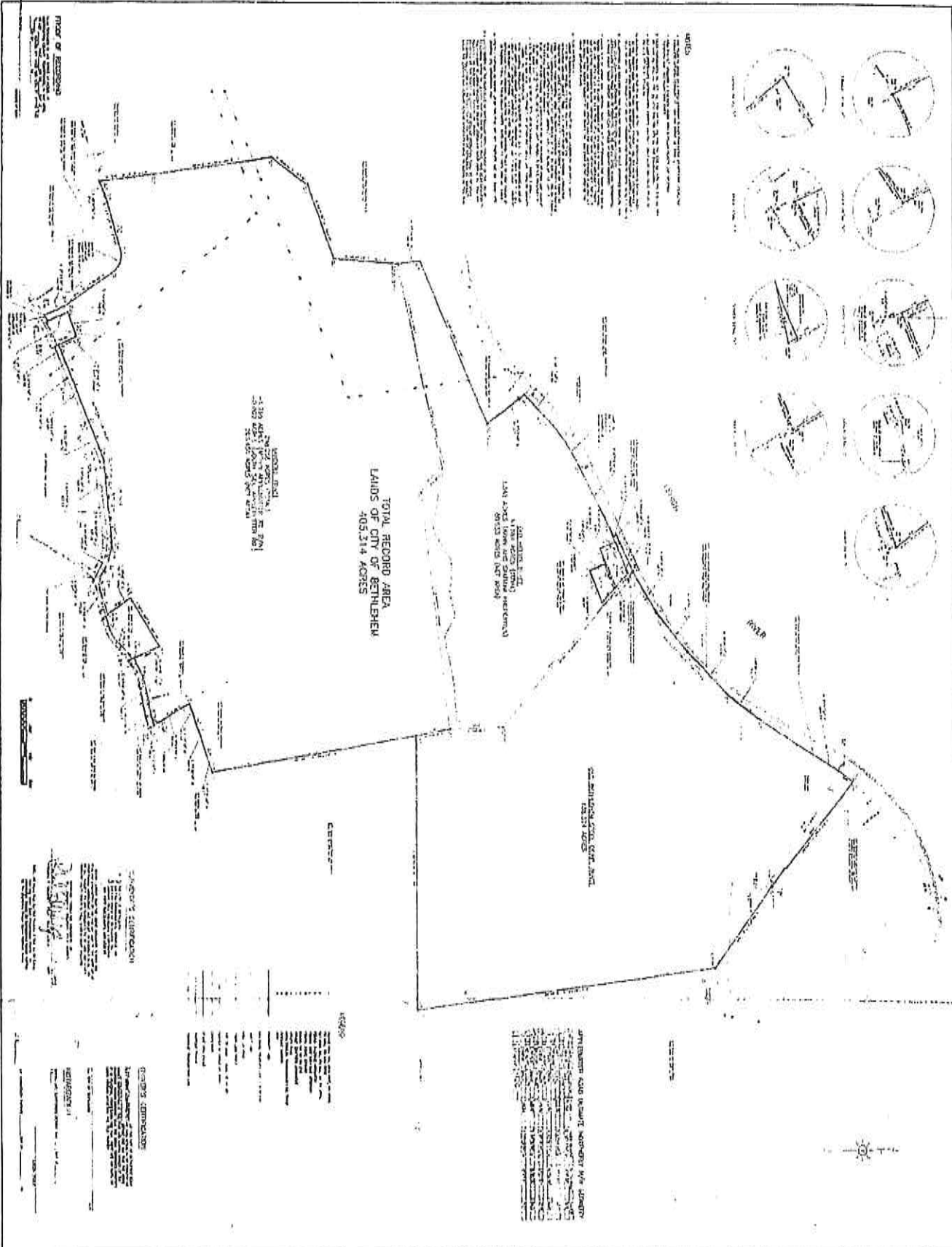
ATTEST:

 9/20/22  
George Yasso, Controller

BY:   
William Reynolds, Mayor



EXHIBIT A  
Parcels 1 and 2



PLAN NUMBER BOUNDARY SURVEY CITY OF BETHLEHEM 1964	DATE 1964	SHEET NO. 1 OF 1
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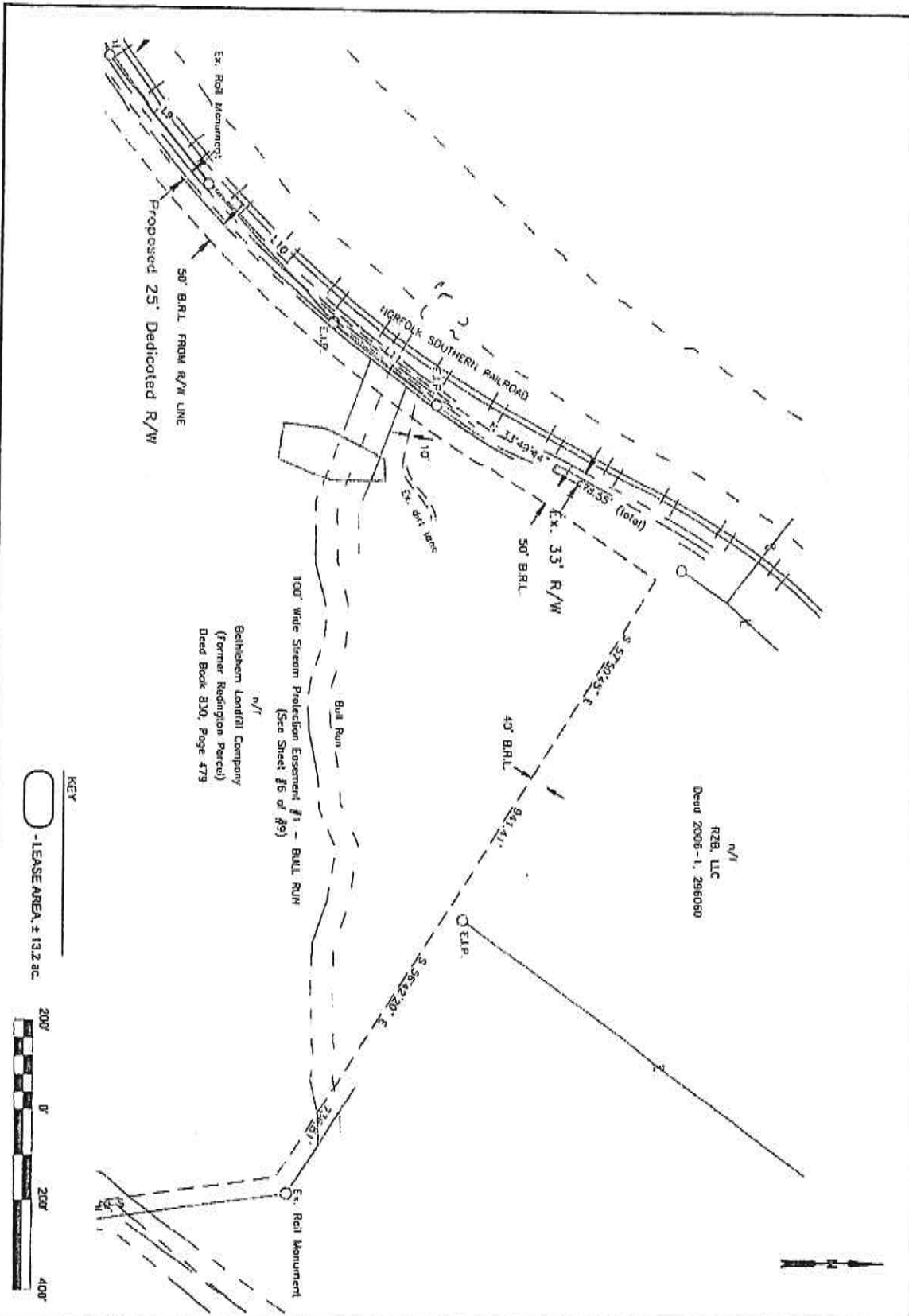
BOUNDARY SURVEY  
 CITY OF BETHLEHEM  
 1964



**KEYSTONE CONSULTING ENGINEERS, INC.**  
 433 EAST BROAD STREET, BETHLEHEM, PA. 18016 610-655-4650  
 6335 HAMILTON BOULEVARD, WESCOFFVILLE, PA. 18106 610-390-0971

EXHIBIT B

"Leased Premises"; Existing Police Range and Gun Club Range



KEY  
 ○ -LEASE AREA ± 13.2 ac



**MMI** martin and martin incorporated  
 phone: (717) 264-6759 37 south main street • suite A  
 chambersburg, pennsylvania . 17201

CITY OF BETHLEHEM POLICE DEPT.  
 GUN RANGE LEASE

10.167 24, 509 F.W. NORTHAVON, CO  
**Bethlehem Landfill Company**  
 WASTE CONSULTANTS INC.

Scale: 1"=200'  
 Job # 1102.0  
 Date: APRIL 2022  
 By: MSH  
 Chk'd: KIB  
 PLD 1102\_01EA522-01.dwg

EXHIBIT C  
Rules & Regulations

The following Rules & Regulations are made a part of the Lease for the Leased Premises, and Lessee agrees that the Lessee Parties and any others permitted by Lessee to enter the Leased Premises shall at all times abide by these Rules & Regulations, and that a default in the performance and observance thereof shall (except as expressly provided otherwise) constitute a default under the Lease.

(1) Only firearms may be discharged on the Leased Premises, as further provided below in these Rules & Regulations.

(2) No hunting activity whatsoever shall take place on the Leased Premises. Lessee agrees to use good faith efforts notify Lessor if its employees/users notice hunting activity on any other portion of Parcel 1 or on Parcel 2, but failure to do so shall not be a default hereunder.

(3) The direction of all shooting of firearms on the Leased Premises shall be away from the remainder of Parcel 1. In no event shall any shooting of firearms take place in a Northerly to Southerly direction, or in an Easterly to Westerly direction.

(4) The Leased Premises shall be available only for the use of Lessee's Police force and the official invitees of Lessee's Police force, and Lessee shall not conduct any activities which are open to the general public.

(5) The Leased Premises shall be kept free of debris, and no person using the Leased Premises shall discard, deposit, leave or throw litter except in refuse containers, which shall be emptied periodically by Lessee, and all such materials properly removed from the Leased Premises.

(6) Lessor is not responsible for anyone injured on the Leased Premises. An individual using the Leased Premises does so at his/her/their own risk and assumes all responsibility for injuries to a person or property caused by or to him/her/them.

(7) When more than one person is using a range for shooting purposes, a range officer shall be designated.

(8) An individual under 16 years of age may not access and/or use the Leased Premises unless accompanied by a person 18 years of age or older.

(9) No person shall discharge a firearm from any location on the Leased Premises beyond the established shooting station farthest from the target.

(10) No person shall discharge a firearm other than toward a permanent target backstop. Such backstop shall be sturdily constructed, in accordance with any applicable laws, ordinances, rules and regulations. Without limitation, ammunition cannot travel more than 15 yards beyond the target aimed at, after making due allowance for deflection in any direction not to exceed an angle of 45 degrees.

(11) No person shall discharge armor piercing, incendiary, explosive, tracer or multiple projectile ammunition; provided, however, that Lessor's emergency response team shall be able

to use armor piercing and/or multiple projectile ammunition in exercises undertaken in accordance with the Rules.

(12) No person shall discharge any arrow or bolt equipped with a broadhead or other cutting device.

(13) No person shall be intoxicated, use or possess an intoxicating beverage or controlled substance (legal or illegal) on the Leased Premises.

(14) No person shall discharge an automatic firearm at the Leased Premises except Lessor's emergency response team in exercises undertaken in accordance with the Rules.

(15) No explosive materials or open flames shall be permitted at the Leased Premises except during breaching training undertaken in accordance with the Rules.

(16) No person shall shoot clay birds.

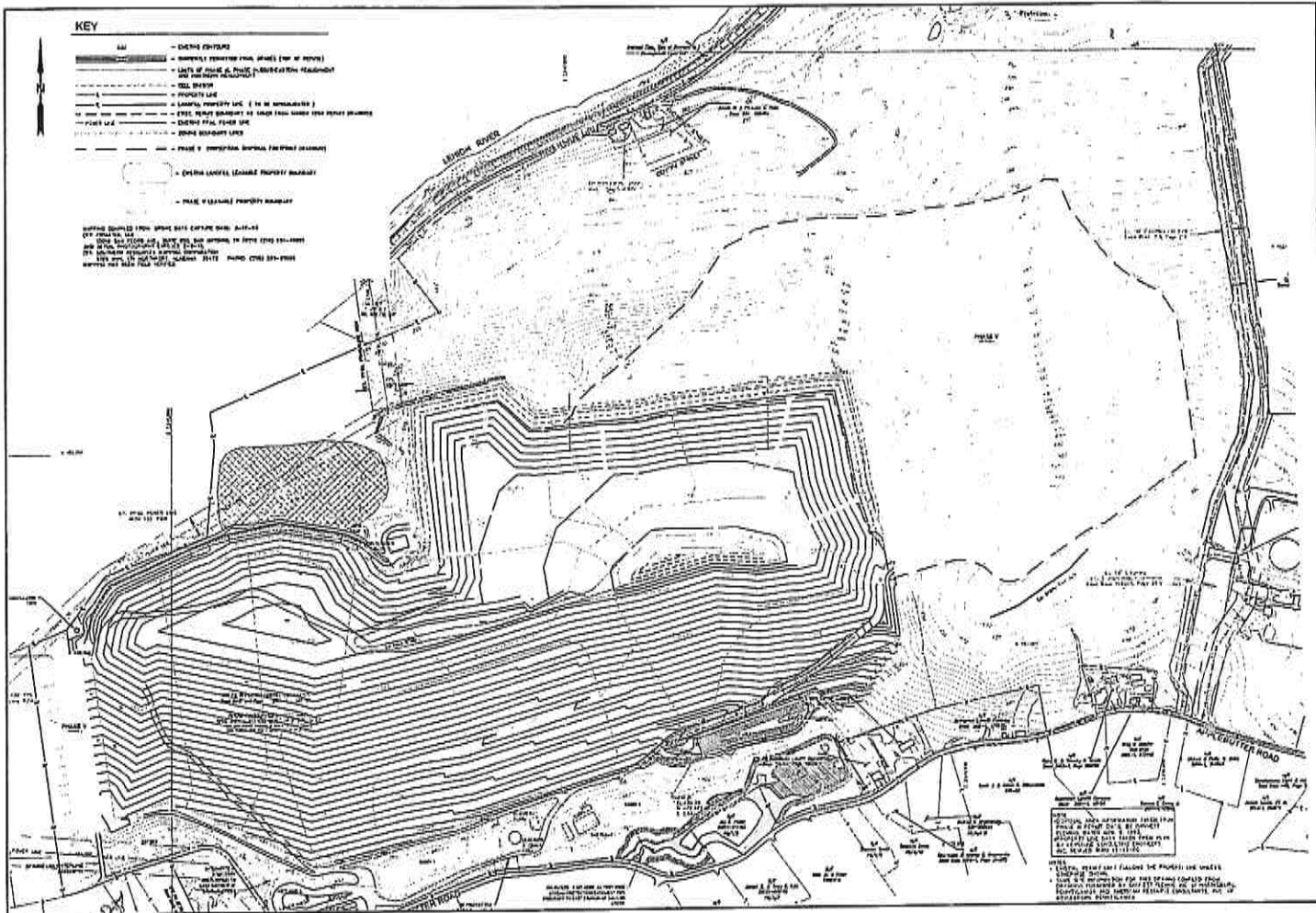
(17) No person shall load or discharge a firearm or use the range for any reason without possessing a valid Act 120 certification unless said individual is training to obtain Act 120 certification or is either (a) employed by the City of Bethlehem or (b) an invitee or guest of the City of Bethlehem. "Act 120" means Pa. Code Title 37, Section 203.52(b)(1)(i).

(18) All firearms and similar weapons, and all explosives for breaching exercises, shall be removed from the Leased Premises at the end of each day. All ammunition or other equipment shall be stored in a safe manner in properly locked, secure containers (such as a Conex container).

(19) No person shall operate, manipulate or discharge a firearm in negligent disregard for the safety of other persons present at or nearby the range. This is specifically intended to include loading a firearm, operating or manipulating a loaded firearm, or discharging a firearm anywhere on the firing range while another person is downrange.

Attachment 4

Leaseable Area Plan



**KEY**

- DOTTED LINE - CONTOUR
- SOLID LINE - PROPERTY LINE (SEE NOTE)
- DASHED LINE - EASEMENT (SEE NOTE)
- SOLID LINE - PROPERTY LINE
- DASHED LINE - EASEMENT (SEE NOTE)
- DOTTED LINE - CONTOUR
- SOLID LINE - PROPERTY LINE
- DASHED LINE - EASEMENT (SEE NOTE)
- DOTTED LINE - CONTOUR
- SOLID LINE - PROPERTY LINE
- DASHED LINE - EASEMENT (SEE NOTE)
- DOTTED LINE - CONTOUR
- SOLID LINE - PROPERTY LINE
- DASHED LINE - EASEMENT (SEE NOTE)
- DOTTED LINE - CONTOUR
- SOLID LINE - PROPERTY LINE
- DASHED LINE - EASEMENT (SEE NOTE)
- DOTTED LINE - CONTOUR
- SOLID LINE - PROPERTY LINE
- DASHED LINE - EASEMENT (SEE NOTE)

DATE	
REVISION	
NO.	
<b>LEASEABLE AREA PLAN</b>	
<b>Bethlehem Landfill Company</b>	
Bethlehem Landfill Company 1000 W. 10th Street Bethlehem, PA 18015	
<b>MMI</b> maps and north incorporated Phone: (717) 726-4444 Fax: (717) 726-4444 www.mmi.com	DATE NOV 11 2007
SCALE 1" = 200'	DATE NOV 11 2007
1	



Attachment 5

Property Value Protection Program

## Attachment 5

### PROPERTY VALUE PROTECTION PROGRAM ("Program")

#### I. DEFINITIONS

For the purposes of this Program:

- A. "Commencement Date" shall be the date of the full execution and delivery date of the Amended and Restated Host Agreement ("HCA") to which this Exhibit is attached.
- B. "Fair Market Value" shall be the most probable monetary price the property will bring in a competitive open marketplace under all conditions requisite to a fair sale not disturbed by undue stimulus and where both sellers and buyers are acting prudently, knowledgeably and at arm's length.
- C. "Established Fair Market Value" shall be the Fair Market Value of a parcel established in accordance with Section III(B)(1).
- D. "Approved Appraiser" shall mean a licensed real estate appraiser in the Commonwealth of Pennsylvania that is a member of the Appraisal Institute or recognized by the National Association of Appraisers, or any successor organization thereto, with experience appraising property similar to the Eligible Property in Northampton County, Pennsylvania.
- E. All other capitalized terms shall have the same meaning or definition as set forth hereafter or in the HCA which this "Attachment 4" is a part of.

#### II. SCOPE OF PROGRAM AND ELIGIBILITY

- A. Scope of Program. Commencing with the Commencement Date and continuing until either 1) the HCA terminates; or 2) BLC permanently ceases to dispose of solid waste in the Phase V Expansion, whichever is earlier, BLC agrees to provide property value protection for owners of those properties within the hatched area on the "Potential Eligible Properties Plan" included on **Schedule 1** attached hereto and incorporated herein upon which there are residential dwellings as of the Commencement Date ("Eligible Properties" or "Eligible Property"), in accordance with the terms of the Program.
- B. Eligible Property Owner(s). This Program will apply only to the owners of record of the Eligible Properties as of the Commencement Date and their heirs and devisees ("Eligible Property Owners" or "Eligible Property Owner"). This Program does not apply to owners who acquire Eligible Properties after the Commencement Date. No Eligible Property shall benefit from this Program more than once.

- C. Notification of Eligible Property Owners. Within fifteen (15) days after execution of the HCA, the Township shall identify each Eligible Property and send BLC a list of the Eligible Properties and the names and mailing addresses of the corresponding Eligible Property Owners (the "Owners List"). Within thirty (30) days thereafter, BLC shall send a copy of the Program to the Eligible Property Owners listed on the Owners List at the addresses set forth on the Owners List.

### III. SALE OF PROPERTY

The Eligible Property Owner shall take the following steps in connection with the sale of an Eligible Property:

- Step 1 - Notification of Intention to Sell;
- Step 2 - Appraisal Process;
- Step 3 - Listing of Property for Sale;
- Step 4 - Sale of Property/Compensation from BLC; and
- Step 5 - Release of BLC.

- A. Step 1 - Notification of Intention to Sell

- 1. Before listing or offering their properties for sale, Eligible Property Owners must notify BLC and the Township in writing of their intent to sell their Eligible Property. Owners are encouraged to notify BLC and the Township when they begin to consider selling.

- B. Step 2 - Appraisal Process

- 1. Two (2) Approved Appraisers, one chosen by the Eligible Property Owner, the other chosen by BLC, will determine the Established Fair Market Value of the Eligible Property by taking the average value of their two appraisals. The Eligible Property Owner and BLC will pay for their own appraisals. In the event there is more than a ten percent (10%) difference in these appraisals, either party may elect to request a third appraisal by a mutually agreed upon Approved Appraiser, the expense of which shall be shared equally by the parties. The three appraisals will then be averaged to determine the Eligible Property's Established Fair Market Value.

- C. Step 3 - Listing of Property for Sale

- 1. The Eligible Property Owner must place the Eligible Property on the market for sale with a real estate broker licensed under the laws of the State of Pennsylvania and in good faith and using reasonable best efforts endeavor to obtain the highest possible price for the Eligible Property. Within thirty (30) days after the determination of the Established Fair Market Value, the Owner shall furnish BLC with a copy of its listing contract with the real estate broker and an agreement from the broker that

he/she shall provide to BLC, at closing, an Affidavit listing all offers and counter offers on the Eligible Property and marketing efforts to sell the Eligible Property (the "Broker's Affidavit").

2. The Eligible Property must be multiple listed for at least three (3) months and the initial asking price must equal or exceed the Established Fair Market Value.
3. If after the multiple listing of the Eligible Property for at least three (3) months between the months of February and October, the Eligible Property Owner has been unable to sell it after making reasonable counter offers on all offers, then Eligible Property Owner may reduce the asking price at his or her discretion by \$10,000.00 and notify BLC in writing. Eligible Property Owner may continue to reduce the purchase price for the Eligible Property by \$10,000.00 with written notice to BLC following the expiration of each 90-day period thereafter in the event Eligible Property Owner does not receive a bona fide offer to purchase the Eligible Property. Eligible Property Owner may not otherwise reduce the purchase price without prior written consent from BLC.
4. In the event Eligible Property Owner receives a bona fide arm's length offer which the Eligible Property Owner desires in good faith to accept, Eligible Property Owner shall notify BLC and the Township in writing, together with a full and complete copy of the offer received ("Offer Notice"), and BLC shall have the right to elect, upon written notice to the Eligible Property Owner and the Township within five (5) business days following BLC's receipt of the Offer Notice, to either:
  - a. purchase the Eligible Property at the Established Fair Market Value; or
  - b. notify the Eligible Property Owner and the Township that BLC does not elect to purchase the Eligible Property and notify the Township of its right to purchase the Eligible Property at the Established Fair Market Value.

If BLC does not respond in writing within such five (5) day period, BLC shall be deemed to have waived its right to purchase the Eligible Property and the Township shall have a right to purchase the Eligible Property at the Established Fair Market Value in accordance with Section III.C.5 herein.

5. With five (5) business days of either 1) the expiration of BLC's five (5) day period to respond to the Offer Notice; or 2) the Township's receipt of written notice from BLC pursuant to Section III.C.4.b above, the Township shall have the right to elect, upon written notice to the Eligible Property Owner and BLC, to either:
  - a. purchase the Eligible Property at the Established Fair Market Value;

- b. permit the Eligible Owner to accept the offer in the Offer Notice.

If the Township does not respond in writing within such five (5) day period, the Township shall be deemed to have waived its right to purchase the Eligible Property and Eligible Property Owner shall be permitted to accept the offer in the Offer Notice.

6. If and when the Eligible Property is actually sold for a price below the Established Fair Market Value, BLC shall pay to the Eligible Property Owner the difference between the Established Fair Market Value and the actual sale price of the Eligible Property limited to a maximum of fifteen percent (15%) of the Established Fair Market Value.
7. Notwithstanding the above, in no event shall BLC or the Township be obligated to purchase the Eligible Property.

D. Step 4 - Sale of Eligible Property/Compensation from BLC

1. Payment by BLC pursuant Section III.C.6 herein shall be made to Eligible Property Owner within one (1) business day after closing on the sale of the Eligible Property and recording of the deed, provided BLC has received fifteen (15) days advance written notice of the closing date and a signed payment voucher. Before receipt of any compensation from BLC under the Program, Eligible Property Owner must deliver to BLC complete copies of all written offers received by the Eligible Property Owner for review, together with an Affidavit of Compliance with the terms, conditions and procedures of the Program and the Broker's Affidavit.

E. Step 5 - Release of BLC

Upon payment of compensation by BLC pursuant to the Program, the Owner shall provide BLC a written release, drafted by BLC and in recordable form, of the subject property from the Program and of BLC from any further obligation, liability or responsibility to Eligible Property Owner, or his successors and assigns, for any devaluation of the Eligible Property arising from the Program, or the presence of the Landfill (the "Release").

#### IV. NOTICE

All notices, requests, demands or other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given if: 1) delivered in person; or 2) delivered by a commercial overnight courier that guarantees next day delivery and provides a receipt, as follows:

If to an Eligible Property Owner:

To the attention of the Eligible Property Owner listed on the Owner List at their mailing address listed on the Owner List.

If to the Township:

Township Manager  
Lower Saucon Township  
3700 Old Philadelphia Pike  
Bethlehem, PA 18015

with a copy to:

Township Council  
Lower Saucon Township  
3700 Old Philadelphia Pike  
Bethlehem, PA 18015  
ATTN: Council President

If to BLC:

General Manager  
Bethlehem Landfill  
2335 Applebutter Rd.  
Bethlehem, PA 18015

with a copy to:

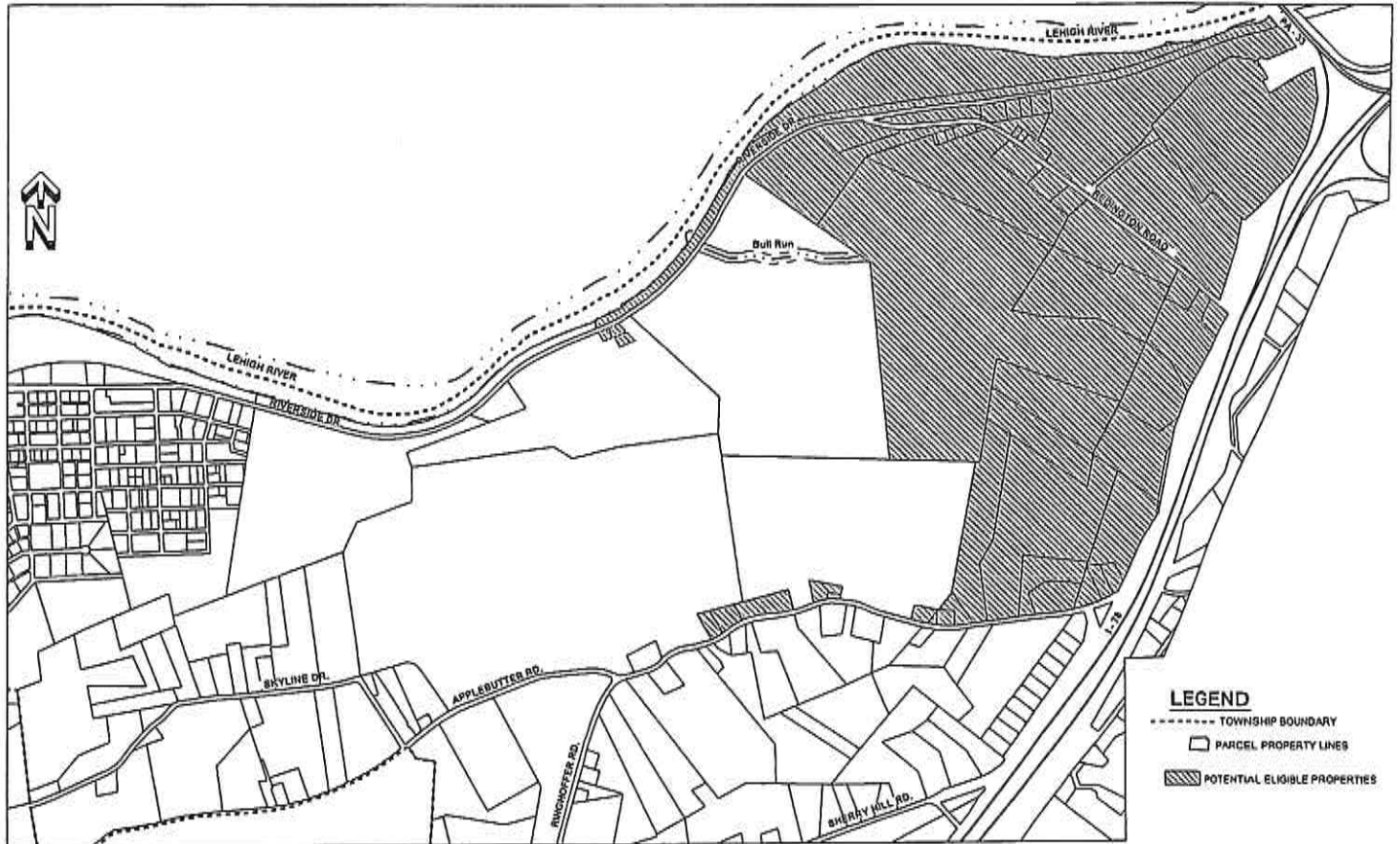
General Counsel  
Waste Connections  
3 Waterway Square Place  
Suite 110  
The Woodlands, TX 77380

## V. REMEDIES

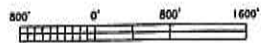
Except where specifically excused herein, failure of Eligible Property Owner to adhere to the terms, conditions, steps and procedures as set forth in the Program, including but not limited to failure to notify BLC prior to offering a property for sale, listing the Eligible Property for sale at any time prior to the determination of the Established Market Value, appraisal shopping, or failure to market the Eligible Property as prescribed herein, shall result in disqualification of the Eligible Property from the protection of the Program

Schedule 1

Potential Eligible Properties Plan



NOTE:  
PARCEL DATA FROM COUNTY OF NORTHAMPTON (GIS DATA).



Potential Eligible Properties Plan



**Attachment 6**

Sample Quarterly Report to Landfill Committee

Bethlehem Landfill Company  
LST Committee Report  
2022 Q3

Agenda Items

I. Waste Activities

Monthly Tonnages

	July	August	September
MSW	20,841.38	23,788.14	18,775.41
C&D	6,125.92	7,444.67	8,735.55
Residual (Total)	3,461.89	1,824.34	4,476.05
Asbestos	0.00	0.00	0.00
Alternate Daily Cover	3,491.14	3,590.01	2,716.95
Sewage Sludge	653.67 (1.8%)	785.83 (2.1%)	663.62 (1.8%)
Out of State (Total)	21,212.95 (61.4%)	24,943.88 (66.5%)	23,158.35 (65.5%)

Recycle	3 (33.33%)	10 (90%)	6 (83.33)
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Form U Submittals

Waste

Approval Date

L&M Fabrication	Ferrous Baghouse Dust	7/19/22
SVC Tire Truck CTR	Blasting Abrasive	7/26/22
NJ American Water	Water Treatment Plant Sludge	8/02/22
Victaulic Co.	Contaminated Soil	8/24/22
NJ American Water	Water Treatment Plant Sludge	8/29/22
Semmel Excavation LLC	Contaminated Soil	9/13/22
Semmel Excavation LLC	Contaminated Soil	9/20/22
S Fallsburg WWTP	Sewage Sludge	9/28/22
Assai Energy	Filter Media	9/28/22

II. Annual Groundwater Trend Analysis

Third quarter sampling event was scheduled for 8/29-8/31/2022

EXHIBIT

BLC 116

**III. Correspondence / Reports**

5/15/2022 Bethlehem Landfill Odor Complaint Log update May 2022

**IV. Landfill Operations**

Department of Environmental Protection Inspections

7/25/2022 M. Vipond (Enforcement)  
7/21/2022 M. Glogowski (Engineering)  
8/23/2022 M. Vipond (Enforcement)  
8/24/2022 M. Glogowski (Engineering)  
8/29/2022 R. Malizia (Groundwater)  
9/16/2022 M. Vipond (Enforcement)  
9/27/2022 M. Vipond (Enforcement)  
9/28/2022 M. Glogowski (Engineering)

Host Municipal Inspection

7/07/2022 S. Brown  
7/21/2022 S. Brown  
8/04/2022 S. Brown  
8/18/2022 S. Brown  
9/01/2022 S. Brown  
9/15/2022 S. Brown

<u>Commercial Waste Vehicles</u>	July	August	September
Total # Trucks	2,898	3,083	2,814
	July	August	September
Overweight	39	39	55
Warnings	28	30	37
Suspensions	11	9	18

Flare Operations and Gas Collection

**The LFG flare is the main GCCS. Bethlehem Landfill continues to communicate with SCS Field Services with any routine or non-routine maintenance to maximize LFG production and minimize odors.**

**July Average Flare Flow = 3,630 SCFM**

**August Average Flare Flow = 3,685 SCFM**

**September Average Flare Flow = 2,797 SCFM**

See times for flare shutdowns and SSM forms.

Down time for July was 47 minutes and 23 seconds out of a total runtime of 744 hours.

Down time for August was 2 hours and 25 minutes out of a total runtime of 744 hours.

Down time for September was 15 hours and 40 minutes out of a total runtime of 720 hours. Out of the time down, 13 hours were schedule for maintenance to flare components.

Documentation is on file.

North Slope Road has not needed repairs. The swale has not needed repairs.

#### Abatement System

Abatement system continues to operate and discharge to the Bethlehem WWTP. Intermittent malfunctions of the well pumps and controls are repaired or replaced as needed.

#### Leachate collection

Flow rates continue to be monitored and reported. Intermittent malfunctions of the well pumps and controls are repaired or replaced as needed.

#### Radiation Monitoring

Radiation Loads were as follows:

July: 1 radioactive Load, Tc-99m (Technecium-99m) disposed on site and reported.

August: 3 radioactive loads, 1 Tc-99m (Technecium-99m), 1 Tl-201 (Thallium-201), 1 Ga-67 (Gallium-67), disposed on site and reported.

September: 1 radioactive load, 1 I-125 (Iodine-125) disposed on site and reported.

#### SE Realignment Construction Activities

Waste operations were in SE-2AB Phase II

Complaints received by Waste Connections

See attached.

**BETHLEHEM LANDFILL  
LEACHATE DEMAND REPORT**

July 2022

<u>Location</u>	<u>Total gallons</u>
LMC-6	30,036
LMC-7	68,689
LMC-8	58,050
PS-4	60,770
PS-5	131,762
LMC-10	1,550,248
PS-1	137,991
PS-2	42,714
PS-3	35,547
Phase-IV	216,252

Total LMC-10 Flow = LMC-6, 7, 8, Abatement Well System, Phase I and II, SE Realignment (PS-4 and PS-5), and LFG condensate. Phase-IV total from PS-1, PS-2 and PS-3 and LFG condensate.

Total Discharge

LMC-10	1,550,248
Phase IV	216,252
<u>TOTAL</u>	<u>1,766,500 gallons</u>

Total Leachate

Leachate	349,307
Phase IV	<u>216,252</u>
TOTAL	565,559 gallons

LMC-10 Flow – Abatement System Flow = Leachate System Flow (gallons).  
Abatement System Flow = 1,200,941 gallons (Neptune Flow meters)

**BETHLEHEM LANDFILL**  
**GROUNDWATER DEMAND REPORT**

**July 2022**

<b>Well No.</b>	<b>Water Level (avg. ft SWL*)</b>	<b>Flow (avg. GPM)</b>	<b>(Total gal)</b>
AB-1R	66.4	8.4	350,669
AB-2	48.5	1.8	73,816
AB-3	27.3	0.0	996
AB-4	27.2	1.2	49,824
AB-5	40.1	0.4	17,158
AB-6	43.1	1.4	58,555
AB-7	40.9	2.2	92,829
AB-8	7.2	0.1	6,006
AB-9	42.7	3.9	161,398
AB-10	42.3	9.3	389,690
TW-1	N/A	<0.1	0.0
<b>Total Flow</b>			<b>1,200,941 gallons</b>

\*SWL above transducer set point  
\* Per DEP approval well TW-1 was shut down September 14, 2009.

**BETHLEHEM LANDFILL**  
**LEACHATE DEMAND REPORT**  
August 2022

<u>Location</u>	<u>Total gallons</u>
LMC-6	37,652
LMC-7	70,422
LMC-8	73,290
PS-4	61,877
PS-5	186,088
LMC-10	1,039,540
PS-1	150,160
PS-2	73,974
PS-3	38,496
Phase-IV	262,630

Total LMC-10 Flow = LMC-6, 7, 8, Abatement Well System, Phase I and II, SE Realignment (PS-4 and PS-5), and LFG condensate. Phase-IV total from PS-1, PS-2 and PS-3 and LFG condensate.

Total Discharge

LMC-10	1,468,869
Phase IV	262,630
<b>TOTAL</b>	<b>1,731,499 gallons</b>

Total Leachate

Leachate	429,329
<u>Phase IV</u>	<u>262,630</u>

**TOTAL 691,959 gallons**

LMC-10 Flow – Abatement System Flow = Leachate System Flow (gallons).  
Abatement System Flow = 1,039,540 gallons (Neptune Flow meters)

**BETHLEHEM LANDFILL  
GROUNDWATER DEMAND REPORT**

**August 2022**

<b>Well No.</b>	<b>Water Level (avg. ft SWL*)</b>	<b>Flow (avg. GPM) (Total gal)</b>	
AB-1R	64.5	2.8	133,262
AB-2	47.7	2.2	105,907
AB-3	30.3	0.0	384
AB-4	29.6	1.1	53,641
AB-5	40.8	0.4	17,417
AB-6	42.9	0.3	15,268
AB-7	41.2	2.1	99,955
AB-8	13.3	0.1	4,594
AB-9	42.7	3.7	176,727
AB-10	42.1	9.1	432,385
TW-1	N/A	<0.1	0.0
<b>Total Flow</b>			<b>1,039,540 gallons</b>

\*SWL above transducer set point



\* Per DEP approval well TW-1 was shut down September 14, 2009.

**BETHLEHEM LANDFILL**  
**LEACHATE DEMAND REPORT**  
September 2022

<u>Location</u>	<u>Total gallons</u>
LMC-6	31,746
LMC-7	57,907
LMC-8	47,126
PS-4	61,797
PS-5	215,741
LMC-10	1,355,482
PS-1	110,886
PS-2	64,903
PS-3	42,654
Phase-IV	218,443

Total LMC-10 Flow = LMC-6, 7, 8, Abatement Well System, Phase I and II, SE Realignment (PS-4 and PS-5), and LFG condensate. Phase-IV total from PS-1, PS-2 and PS-3 and LFG condensate.

Total Discharge

LMC-10	1,355,482
Phase IV	218,443
<b>TOTAL</b>	<b>1,573,925 gallons</b>

Total Leachate

Leachate	414,317
<u>Phase IV</u>	<u>218,443</u>

**TOTAL**            **632,760 gallons**

LMC-10 Flow – Abatement System Flow = Leachate System Flow (gallons).  
Abatement System Flow = 941,165 gallons (Neptune Flow meters)

**BETHLEHEM LANDFILL**  
**GROUNDWATER DEMAND REPORT**

**September 2022**

<b>Well No.</b>	<b>Water Level (avg. ft SWL*)</b>	<b>Flow (avg. GPM) (Total gal)</b>	
AB-1R	62.9	2.3	97,540
AB-2	47.0	2.2	95,275
AB-3	27.2	0.0	704
AB-4	30.4	1.5	65,495
AB-5	46.0	0.5	22,507
AB-6	42.3	0.3	10,868
AB-7	42.0	2.2	95,418
AB-8	15.5	0.0	0
AB-9	42.8	3.8	164,266
AB-10	42.1	9.0	389,092
TW-1	N/A	<0.1	0.0
<b>Total Flow</b>			<b>941,116 gallons</b>

\*SWL above transducer set point

\* Per DEP approval well TW-1 was shut down September 14, 2009.

TIME (days)	Phase IV PS-1 (Secondary Flows)				Phase IV PS-1 (Primary flow)				sump inches	TIME (days)	Phase IV PS-2 (Secondary Flows)				
	TOTALIZER	GALLONS	FLOW (gpd)	g/sec/day	Totalizer	gallons	flow(gpd)	g/sec/day			TOTALIZER	GALLONS	FLOW (gpd)	g/sec/day	
1/6/2022	8	57931	878	110	4	6559334	40222	5028	193	20.4"	1/5/2022	8	7743	0	0
1/13/2022	7	58077	296	42	2	65601778	32495	4642	179	21.0"	1/13/2022	7	7743	0	0
1/16/2022	5	58047	370	74	3	65634928	33150	6530	255	20.3"	1/18/2022	5	7743	0	0
1/21/2022	9	58080	233	26	1	65658678	23639	2633	101	20.0"	1/27/2022	8	8335	642	71
1/31/2022	4	591128	10248	2562	99	65674858	16027	4807	154	20.9"	1/31/2022	4	8335	0	0
2/1/2022	10	593106	2538	264	10	65725961	50906	5091	196	16.1"	2/10/2022	10	8335	0	0
2/17/2022	7	59353	187	27	1	65744562	19001	2714	104	20.7"	2/17/2022	7	8335	0	0
2/23/2022	6	59390	37	6	0	65779153	34591	5765	222	21.2"	2/22/2022	6	8335	0	0
2/28/2022	5	594205	15	3	0	65798753	19600	3920	151	17.6"	2/28/2022	5	8335	0	0
3/10/2022	10	594320	315	32	1	65822543	23790	2379	92	20.7"	3/10/2022	10	8335	0	0
3/15/2022	5	594921	501	100	4	65887642	35039	7020	270	20.4"	3/15/2022	5	8335	0	0
3/22/2022	7	594955	164	23	1	65887252	35610	5087	186	20.4"	3/22/2022	7	8335	0	0
3/29/2022	8	595820	815	102	4	65931766	38514	4814	185	21.0"	3/30/2022	8	8335	0	0
4/6/2022	9	598128	2928	325	13	66003848	69082	7676	295	17.2"	4/3/2022	9	8335	0	0
4/12/2022	4	598392	174	44	2	66001486	641	160	6	18.4"	4/12/2022	4	8335	0	0
4/20/2022	8	599640	638	80	3	66125845	124356	15545	593	13.0"	4/20/2022	8	8335	0	0
4/28/2022	9	599748	206	23	1	66178778	52933	5881	226	20.9"	4/28/2022	9	8335	0	0
5/4/2022	5	599954	208	42	2	66186774	16996	3399	131	20.9"	5/4/2022	5	8335	0	0
5/10/2022	6	599989	15	3	0	66245806	50832	8339	321	18.5"	5/10/2022	6	8335	0	0
5/16/2022	6	602256	2286	286	11	66291111	48305	6036	232	26.0"	5/18/2022	6	8335	0	0
5/25/2022	6	602368	113	14	1	66313218	19107	2388	92	19.7"	5/25/2022	6	8335	0	0
5/31/2022	5	602768	400	80	3	66355278	43060	8612	331	20.0"	5/31/2022	5	8335	0	0
6/8/2022	8	602874	105	13	1	66395841	39563	4945	190	19.8"	6/2/2022	8	8335	0	0
6/15/2022	7	603415	541	77	3	66425874	30033	4290	165	20.3"	6/15/2022	7	8335	0	0
6/24/2022	9	604106	693	77	3	66454723	32849	3650	140	25.1"	6/24/2022	9	8335	0	0
6/30/2022	6	604776	670	112	4	66503351	49633	8272	318	19.8"	6/30/2022	6	8497	112	19
7/1/2022	6	604790	12	2	0	66528701	20438	3406	131	20.1"	7/8/2022	6	8497	0	0
7/15/2022	9	604824	14	2	0	66578841	50147	5572	214	19.8"	7/15/2022	9	8497	0	0
7/19/2022	4	604812	8	2	0	66617840	36899	9725	374	22.8"	7/19/2022	4	8497	0	0
7/29/2022	10	604370	158	16	1	66646156	28315	2832	109	21.7"	7/29/2022	10	8527	30	3
8/5/2022	7	604380	20	3	0	66680417	34262	4895	188	22.9"	8/5/2022	7	8527	0	0
8/9/2022	4	604399	9	2	0	66706143	24728	6182	238	21.5"	8/9/2022	4	8527	0	0
8/17/2022	8	605010	11	1	0	66748791	43646	5456	210	22.2"	8/17/2022	8	8527	0	0
8/20/2022	9	605010	0	0	0	66765847	21056	2340	90	22.9"	8/20/2022	9	8527	0	0
8/31/2022	5	605104	84	19	1	66798181	26334	5267	203	23.8"	8/31/2022	5	8527	0	0

Phase IV PS-2 (Primary)					Phase IV PS-3 (Secondary)					Phase IV PS-3 (Primary)					
Totalizer	gallons	flow(gpd)	g/ac/day	inches	Date	days	totalizer	gallon	flow(gpd)	g/ac/day	totalizer	gallons	flow(gpd)	g/ac/day	inches
24893342	35760	4470	472	21.2"	1/8/2022	8	45828	0	0	0	1490710	9133	1142	170	28.9"
24933092	39750	5679	536	34.1"	1/12/2022	7	45828	0	0	0	14971842	11232	1605	231	34.9"
24958701	25629	5122	483	21.7"	1/18/2022	5	45828	0	0	0	14989430	17488	3498	822	34.2"
24989664	39953	4440	419	28.4"	1/27/2022	9	45828	0	0	0	14995022	6592	732	109	34.9"
25016782	18118	4530	427	32.9"	1/31/2022	4	45828	0	0	0	15005972	9950	2488	371	34.9"
25060937	44155	4416	417	24.8"	2/10/2022	10	45828	0	0	0	15037393	31421	3142	468	28.6"
25075684	14747	2107	189	26.7"	2/17/2022	7	45828	0	0	0	15054720	16938	2419	361	27.8"
25093542	22858	3810	359	31.2"	2/23/2022	6	45828	0	0	0	15078382	25051	4176	629	28.6"
25137725	39183	7837	738	27.7"	2/28/2022	5	45828	0	0	0	15097092	17710	3542	529	28.8"
25178552	41127	4113	388	28.7"	3/10/2022	10	45828	0	0	0	15110327	13255	1324	188	28.2"
25197840	18988	3798	355	32.5"	3/18/2022	5	45828	0	0	0	15119220	8593	1779	265	27.4"
25225771	28931	4133	393	27.7"	3/22/2022	7	45828	0	0	0	15132332	13112	1873	282	28.1"
25258676	31905	3988	376	28.3"	3/30/2022	8	45828	0	0	0	15144234	11802	1488	222	35.7"
25292313	33637	3737	353	28.9"	4/8/2022	9	45828	0	0	0	15160114	15880	1764	263	32.5"
25294431	2118	530	50	27.9"	4/12/2022	4	45830	2	1	0	15184038	3924	881	146	33.1"
25333344	40913	5114	482	24.7"	4/20/2022	8	45830	0	0	0	15177895	13357	1745	262	32.1"
25362720	27376	3042	287	34.0"	4/29/2022	9	46034	208	23	3	15190355	12360	1373	209	29.8"
25378393	15173	3235	306	25.4"	5/4/2022	5	46038	0	0	0	15196542	6167	1237	185	32.1"
25397860	18767	3128	295	28.8"	5/12/2022	6	46038	0	0	0	15208369	11847	1075	255	34.2"
25428596	30936	3867	365	26.0"	5/18/2022	8	46038	0	0	0	15220649	12260	1533	229	35.9"
25449732	17136	2142	209	30.0"	5/25/2022	8	46038	0	0	0	15230005	9416	1177	178	31.2"
25462930	17188	3440	324	23.0"	5/31/2022	6	46038	0	0	0	15244042	13077	2795	417	35.7"
25493725	35815	4477	422	32.9"	6/8/2022	8	46038	0	0	0	15255587	15515	1939	289	31.2"
25504051	5306	758	72	15.7"	6/15/2022	7	46038	0	0	0	15270879	11322	1617	241	32.6"
25515789	11731	1304	123	19.6"	6/24/2022	9	46038	0	0	0	15284175	13295	1477	220	30.4"
25519424	3635	606	57	21.3"	6/30/2022	6	46038	0	0	0	15291292	7117	1186	177	31.7"
25521487	2063	344	32	27.1"	7/9/2022	6	46038	0	0	0	15298847	7555	1259	184	30.9"
25538749	17262	1918	181	30.1"	7/15/2022	9	46038	0	0	0	15302148	3301	367	54	30.6"
25542784	4035	1009	95	25.4"	7/19/2022	4	46038	0	0	0	15305875	7727	1932	288	29.8"
25569108	19324	1932	182	28.9"	7/29/2022	10	46038	0	0	0	15326839	16964	1696	253	35.7"
25584792	22884	3241	306	25.3"	8/6/2022	7	46038	0	0	0	15334365	7518	1074	160	35.3"
25598478	13883	3421	323	30.2"	8/9/2022	4	46038	0	0	0	15339874	6519	1380	208	34.2"
25608012	6537	817	77	29.8"	8/17/2022	8	46038	0	0	0	15348751	8877	1110	166	34.9"
25618484	10472	1164	110	28.9"	8/25/2022	8	46038	0	0	0	15352540	3793	422	63	31.8"
25636892	20698	4120	389	29.0"	8/31/2022	5	46038	0	0	0	15365345	12786	2557	382	32.9"

Phase IV PS-4 (Secondary)						Phase IV PS-4 (Primary)						sump
Date	days	totalizer	gallon	flow(gpd)	g/ac/day			totalizer	gallons	flow(gpd)	g/ac/day	Inches
1/6/2022	8	9743	11	1	0			2412541	25014	3127	227	15.7"
1/13/2022	7	9743	0	0	0			2435385	22844	3263	236	28.5"
1/18/2022	5	9743	0	0	0			2464315	28930	5786	419	26.4"
1/27/2022	9	9743	0	0	0			2482321	18006	2001	145	30.2"
1/31/2022	4	9743	0	0	0			2496003	13682	3421	248	30.7"
2/10/2022	10	10172	429	43	3			2542415	46412	4641	336	31.0"
2/17/2022	7	10172	0	0	0			2569361	26946	3849	279	31.2"
2/23/2022	6	10172	0	0	0			2595736	26375	4396	319	28.4"
2/28/2022	5	10172	0	0	0			2608879	14143	2829	205	27.8"
3/10/2022	10	10172	0	0	0			2648631	38752	3875	281	31.0"
3/15/2022	5	10172	0	0	0			2662545	13914	2783	202	27.1"
3/22/2022	7	10172	0	0	0			2685071	23526	3361	244	31.0"
3/30/2022	8	10172	0	0	0			2714234	28163	3520	255	30.1"
4/8/2022	9	10172	0	0	0			2751713	37479	4164	302	28.4"
4/12/2022	4	10172	0	0	0			2752489	776	194	14	29.1"
4/20/2022	8	10609	434	54	4			2799775	47286	5911	428	29.1"
4/29/2022	9	10609	3	0	0			2828627	28852	3206	232	25.1"
5/4/2022	5	10609	0	0	0			2842853	14226	2845	206	27.8"
5/10/2022	6	10609	0	0	0			2866195	23342	3890	282	27.9"
5/18/2022	8	11051	442	55	4			2891270	25075	3134	227	19.8"
5/26/2022	8	11051	0	0	0			2906782	15512	1939	141	27.4"
5/31/2022	5	11051	0	0	0			2926545	19763	3953	285	28.3"
6/8/2022	8	11052	1	0	0			2945587	19042	2380	172	27.5"
6/15/2022	7	11053	1	0	0			2965879	20292	2899	210	28.5"
6/24/2022	9	11054	1	0	0			2985478	19599	2178	158	27.6"
6/30/2022	6	11492	438	73	5			2996639	11181	1860	135	27.4"
7/6/2022	6	11492	0	0	0			3009571	12932	2155	156	20.9"
7/15/2022	9	11492	0	0	0			3019587	10016	1113	81	21.1"
7/19/2022	4	11492	0	0	0			3035418	15831	3958	287	23.4"
7/29/2022	10	11933	441	44	3			3056468	21050	2105	153	21.3"
8/5/2022	7	11933	0	0	0			3069340	12872	1839	133	30.0"
8/9/2022	4	11933	0	0	0			3078548	9208	2302	167	22.3"
8/17/2022	8	11933	0	0	0			3089462	10914	1364	99	24.5"
8/26/2022	9	11933	0	0	0			3102546	13084	1454	105	21.9"
8/31/2022	5	11933	0	0	0			3118845	16299	3260	236	30.0"

Phase IV PS-5 (Secondary)						Phase IV PS-5 (Primary)					sump
Date	days	totalizer	gallon	flow(gpd)	g/ac/day		totalizer	gallons	flow(gpd)	g/ac/day	Inches
1/6/2022	8	24383	0	0	0		2825723	14694	1862	286	24.3"
1/13/2022	7	28277	3894	556	86		2862204	36491	5212	802	24.7"
1/18/2022	5	41709	13432	2686	413		2913994	51790	10358	1594	31.6"
1/27/2022	9	89371	46662	5185	798		3037793	123799	13755	2116	20.1"
1/31/2022	4	89075	704	176	27		3091601	53808	13452	2070	27.2"
2/10/2022	10	91891	2816	282	43		3114548	22947	2295	353	28.0"
2/17/2022	7	92823	932	133	20		3135793	21245	3035	487	28.4"
2/23/2022	6	93152	329	55	8		3154233	18440	3073	473	25.9"
2/28/2022	5	95017	1865	373	57		3177520	23287	4657	717	20.8"
3/10/2022	10	95893	876	88	13		3296447	118927	11893	1830	21.9"
3/16/2022	5	96450	557	111	17		3359010	62563	12513	1925	30.0"
3/22/2022	7	96450	0	0	0		3359010	0	0	0	30.5"
3/30/2022	8	97896	1436	180	28		3652230	293220	36653	5639	29.7"
4/8/2022	9	98952	1066	118	9		4521455	869225	96581	7050	26.5"
4/12/2022	4	98988	36	9	1		4581239	59784	14946	1091	25.4"
4/20/2022	8	100420	1432	179	13		4962377	381138	47642	3478	30.2"
4/29/2022	9	101530	1110	123	9		5009138	46761	5196	379	28.7"
5/4/2022	5	101878	148	30	2		5124518	115380	23076	1684	30.1"
5/10/2022	6	102606	928	155	11		5460588	336070	56012	4088	32.4"
5/18/2022	8	102956	350	44	3		5475827	15239	1905	139	22.2"
5/26/2022	8	102956	0	0	0		5481124	5297	662	48	29.6"
5/31/2022	5	102956	0	0	0		5485827	4703	941	69	28.7"
6/8/2022	8	104587	1631	204	15		5648792	162965	20371	1487	30.6"
6/15/2022	7	105498	911	130	9		5787485	138693	19813	1446	29.7"
6/24/2022	9	106059	561	62	5		5898742	111257	12362	902	26.5"
6/30/2022	6	107226	1167	195	14		5965128	66384	11064	808	30.2"
7/6/2022	6	107885	659	110	8		5987748	22622	3770	275	29.8"
7/15/2022	9	107885	0	0	0		5999874	12126	1347	98	31.4"
7/19/2022	4	108473	588	147	11		6024587	24713	6176	451	34.2"
7/29/2022	10	109350	877	88	6		6094764	70177	7018	512	23.3"
8/5/2022	7	113248	3898	557	41		6132548	37784	5398	394	31.5"
8/9/2022	4	113248	0	0	0		6159874	27326	6832	499	30.8"
8/17/2022	8	110547	-2701	-338	-25		6195428	35554	4444	324	29.9"
8/26/2022	9	112165	1618	180	13		6253470	58042	6449	471	31.5"
8/31/2022	5	112165	0	0	0		6278037	24567	4913	359	32.3"

	TIME (HRS)	INLET (PUMP IN) (GPD)				INLET (PUMP IN) (GPD)				OUTLET (PUMP OUT) (GPD)			
		GAUGES	GALLONS	COUPLER	Q/AL	GAUGES	GALLONS	COUPLER	Q/AL	GAUGES	GALLONS	COUPLER	Q/AL
1/6/2022	8.00	587056	4,342	543	35	1092009	5112	639	52	835,225	11924	1,491	257
1/13/2022	7.00	591403	4,347	621	40	1106972	14963	2,138	175	846,178	10953	1,565	270
1/19/2022	5.00	594325	2,922	584	37	1120921	13949	2,790	229	855,321	9143	1,829	315
1/27/2022	9.00	599036	4,711	523	33	1141831	20910	2,323	190	865,413	10092	1,121	193
1/31/2022	4.00	601370	2,334	584	37	1149281	7450	1,863	153	871,014	5601	1,400	241
2/10/2022	10.00	608305	6,935	694	44	1167636	18355	1,836	150	885,927	14913	1,491	257
2/17/2022	7.00	609782	1,477	211	13	1178493	10957	1,551	127	896,655	10728	1,533	264
2/23/2022	6.00	619435	9,653	1,609	102	1185763	7270	1,212	99	900,033	3378	563	97
2/28/2022	5.00	621942	2,507	501	32	1202461	16698	3,340	274	913,827	13794	2,759	476
3/10/2022	10.00	630384	8,442	844	54	1215637	13176	1,318	108	924,472	10645	1,065	184
3/19/2022	5.00	634247	3,863	773	49	1237005	21368	4,274	350	939,240	14768	2,954	509
3/22/2022	7.00	640247	8,000	857	55	1255693	18688	2,670	219	951,917	12677	1,811	312
3/30/2022	8.00	647228	6,981	873	56	1277863	22170	2,771	227	967,666	15749	1,969	339
4/8/2022	9.00	656827	9,599	1,057	68	1303834	25971	2,886	237	989,026	21360	2,373	409
4/12/2022	4.00	658931	2,104	526	34	1304931	1097	274	22	990,047	1021	255	44
4/20/2022	8.00	672312	13,381	1,673	107	1342040	37109	4,639	380	1,034,884	44837	5,605	966
4/29/2022	9.00	680547	8,235	915	58	1387610	25570	2,841	233	1,060,283	25399	2,822	487
5/4/2022	5.00	684325	3,778	756	48	1383320	15710	3,142	258	1,071,263	10990	2,196	379
5/10/2022	6.00	691716	7,391	1,232	78	1398953	15633	2,606	214	1,090,036	18773	3,129	539
5/18/2022	8.00	699086	7,370	921	59	1421901	22948	2,869	235	1,109,147	19111	2,389	412
6/26/2022	8.00	700435	1,349	169	11	1448832	26931	3,366	276	1,124,239	15092	1,887	325
5/31/2022	5.00	710074	9,639	1,928	123	1460460	11628	2,326	191	1,141,412	17173	3,435	592
6/8/2022	8.00	717957	7,883	985	63	1495871	35411	4,426	383	1,158,647	17235	2,154	371
6/15/2022	7.00	720479	2,522	360	23	1503487	7616	1,088	89	1,178,459	19812	2,830	488
6/24/2022	9.00	726871	6,392	710	45	1515482	11995	1,333	109	1,192,154	13695	1,522	262
6/30/2022	6.00	732603	5,732	955	61	1545629	30147	5,025	412	1,208,091	15937	2,656	458
7/6/2022	6.00	739045	6,442	1,074	68	1565471	19842	3,307	271	1,211,547	3456	576	99
7/15/2022	9.00	741577	2,532	281	18	1578573	13102	1,456	119	1,232,691	21144	2,349	405
7/19/2022	4.00	750895	9,318	2,330	148	1595478	16905	4,226	346	1,241,127	8436	2,109	364
7/29/2022	10.00	762589	11,694	1,169	74	1614790	19312	1,931	158	1,265,031	23904	2,390	412
8/5/2022	7.00	770532	7,943	1,135	72	1630009	15219	2,174	178	1,278,427	13396	1,914	330
8/9/2022	4.00	774489	3,957	989	63	1648962	18953	4,738	388	1,280,365	1938	485	84
8/17/2022	8.00	780548	6,059	757	48	1665471	16509	2,064	169	1,290,547	10182	1,273	219
8/26/2022	8.00	788985	8,437	937	60	1670548	5077	564	46	1,304,785	14238	1,582	273
8/31/2022	5.00	800119	11,134	2,227	142	1684712	14164	2,833	232	1,324,082	19297	3,859	665

	TIME (hrs)	UMCS (Secondary)				UMCS (Secondary)				UMCS (Secondary)			
		TOTALIZER	GALLONS	FLOW (gpd)	G/AD	TOTALIZER	GALLONS	FLOW (gpd)	G/AD	TOTALIZER	GALLONS	FLOW (gpd)	G/AD
1/6/2022	8.00	160579	342	43	3	2626	28	4	0	737,374	0	0	0
1/13/2022	7.00	160873	294	42	3	2626	0	0	0	795,336	57962	8,280	1,428
1/18/2022	5.00	161033	160	32	2	2626	0	0	0	804,881	9547	1,909	329
1/27/2022	9.00	161104	71	8	1	2626	0	0	0	814,664	9781	1,087	187
1/31/2022	4.00	161108	4	1	0	2626	0	0	0	819,670	5006	1,252	216
2/10/2022	10.00	161432	324	32	2	2654	28	3	0	819,690	10	1	0
2/17/2022	7.00	161843	411	59	4	2654	0	0	0	850,407	40727	5,818	1,003
2/23/2022	6.00	162032	189	32	2	2654	0	0	0	895,672	35265	5,878	1,013
2/28/2022	5.00	162305	273	55	3	2654	0	0	0	902,895	7013	1,403	242
3/10/2022	10.00	162585	280	28	2	2654	0	0	0	902,750	65	7	1
3/16/2022	5.00	162640	55	11	1	2654	0	0	0	951,917	49167	9,833	1,695
3/22/2022	7.00	162640	0	0	0	2654	0	0	0	958,453	6536	934	161
3/30/2022	8.00	162640	0	0	0	2633	29	4	0	978,028	19575	2,447	422
4/3/2022	9.00	126622	0	0	0	2693	0	0	0	978,031	3	0	0
4/12/2022	4.00	126934	312	78	5	2693	0	0	0	990,029	1992	499	86
4/20/2022	8.00	126934	0	0	0	2711	28	4	0	1,070,360	90337	11,292	1,947
4/29/2022	9.00	126934	0	0	0	2711	0	0	0	1,089,838	19478	2,164	373
5/4/2022	5.00	126934	0	0	0	2741	30	6	0	1,095,334	5496	1,099	190
5/10/2022	6.00	126934	0	0	0	2741	0	0	0	1,138,847	43513	7,252	1,250
5/18/2022	8.00	126934	0	0	0	2741	0	0	0	1,175,716	36969	4,609	795
5/26/2022	8.00	126934	0	0	0	2741	0	0	0	1,169,324	13608	1,701	293
5/31/2022	5.00	126934	0	0	0	2741	0	0	0	1,192,731	3407	681	117
6/8/2022	8.00	126934	0	0	0	2742	1	0	0	1,192,895	164	21	4
6/15/2022	7.00	126934	0	0	0	2743	1	0	0	1,192,995	100	14	2
6/24/2022	9.00	126934	0	0	0	2744	1	0	0	1,193,478	483	54	9
6/30/2022	6.00	127450	516	86	5	2892	138	23	2	1,194,997	1519	253	44
7/6/2022	6.00	127451	1	0	0	2892	0	0	0	1,194,998	1	0	0
7/15/2022	9.00	127460	9	1	0	2892	0	0	0	1,194,999	1	0	0
7/19/2022	4.00	127489	29	7	0	2892	0	0	0	1,195,117	118	30	5
7/29/2022	10.00	127500	11	1	0	2910	28	3	0	1,196,107	990	99	17
8/5/2022	7.00	127504	4	1	0	2910	0	0	0	1,197,438	1331	190	33
8/9/2022	4.00	127504	0	0	0	2910	0	0	0	1,199,752	2314	579	100
8/17/2022	8.00	127504	0	0	0	2910	0	0	0	1,203,454	3702	453	80
8/26/2022	9.00	127600	96	11	1	2910	0	0	0	1,208,347	4693	544	94
8/31/2022	5.00	127622	22	4	0	2910	0	0	0	1,210,346	1999	400	69



Bethlehem Landfill ODOR COMPLAINT LOG (2335 Applebutter Rd, Bethlehem, PA 18015)

Date	Time	Address	Distance from Landfill (miles)	Weather Data (Allentown/EA3E)			Residence / Drive-by	Description / Notes	Gas Management Data			Date of Initial Response	Addressed in Resp Report Date
				Skies	Temperature	Wind (out of)			Flare (scfm)	BLE (scfm)	Total (scfm)		
01/07/22	8:38	Johnston Ave., Steel City	0.950	Mostly Cloudy	26.0	W @ 6mph	Residence	Landfill odor on their property to the point where it's noticeable to be outside today.	2859	0	2859	1/10/2022	1/31/2022
01/11/22	8:30	Jefferson Ave, Steel City	0.919	Cloudy	21.0	ESE @ 3mph	Residence	Odor complaint	3045	0	3045	1/12/2022	1/19/2022
01/17/22	5:33	Riverside Drive, Bethlehem	1.270	Fair	7.0	Calm	Residence	Very small odor coming from the landfill. It's periodic.	2816	0	2816	1/13/2022	2/11/2022
02/13/22	21:20	Sturxon Ave, Steel City	0.883	Fair	23.0	N @ 12mph	Residence	Odor complaint at 7:20. Methane gas odor coming from Bethlehem landfill.	3025	0	3025	2/14/2022	2/17/2022
03/05/22	23:44	Sturxon Ave, Steel City	0.883	Fair	37.0	E @ 3 mph	Residence	Landfill gas odor, very strong at all times.	3055	0	3055	3/7/2022	3/11/2022
03/01/22	9:13	Johnston Ave., Steel City	0.990	Cloudy	46.0	ESE @ 6mph	Residence	Methane odor on property that is coming from the Bethlehem Landfill. Odor present at time of call.	3060	0	3060	3/11/2022	3/22/2022
04/13/22	8:00	Johnston Ave., Steel City	1.170	Cloudy	53.0	E @ 5mph	Residence	Reporting a methane-type odor. Has noticed this a few times. Thinks it might be sludge coming to the landfill. Complains his daughter called them & said that it was bad last night & it was much worse this morning.	3112	0	3112	4/13/2022	4/18/2022
04/09/22	13:43	Easton Ave., Bethlehem	NA	Fair	59.0	NW @ 15mph	non-Residence	While walking on the 021 trail they could smell a methane odor coming from the Bethlehem Landfill. By Hays's Landfill & from the 021 trail.	3021	0	3021	5/4/2022	5/12/2022
05/04/22	16:00	Johnston Ave., Steel City	1.170	Mostly Cloudy	71.0	SE @ 7mph	Residence	Odor complaint from Bethlehem Landfill. Been smelling a little odor off & on from 1600-1900. It's been intermittent since 1600. It is landfill gas.	3402	0	3402	5/16/2022	6/21/2022

Attachment 7

Township Resolution

**LOWER SAUCON TOWNSHIP  
NORTHAMPTON COUNTY, PENNSYLVANIA**

**RESOLUTION NO. 2023-\_\_**

**AN RESOLUTION OF THE TOWNSHIP OF LOWER SAUCON,  
COUNTY OF NORTHAMPTON, PENNSYLVANIA, TO ADOPT AND  
APPROVE AN AMENDED AND RESTATED HOST COMMUNITY  
AGREEMENT WITH BETHLEHEM LANDFILL COMPANY, AND  
AUTHORIZING EXECUTION OF THE AGREEMENT BY THE  
COUNCIL OF LOWER SAUCON TOWNSHIP**

**WHEREAS**, the Township of Lower Saucon (“LST”) is a duly organized and existing Township of the Second Class within the County of Northampton, Commonwealth of Pennsylvania; and

**WHEREAS**, LST is a Township of the Second Class, Optional Plan of Government, located in Northampton County, Pennsylvania, and is governed by an elected Council; and

**WHEREAS**, LST and the Bethlehem Landfill Company are proposing to enter into an “Amended and Restated 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; and

**WHEREAS**, the Council of Lower Saucon Township believes and affirms that it is in the best interests of the Township and its residents to enter into the Amended and Restated Host Community Agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Township of Lower Saucon, Northampton County, Pennsylvania, as follows:

**Section 1. Recitals.** All recitals are herein incorporated by reference.

**Section 2. Amended and Restated Host Community Agreement.** The Council of Lower Saucon Township hereby adopts and approves the Amended and Restated Host Community Agreement, which is attached hereto, marked as Exhibit “A”, and incorporated herein by reference.

**Section 3. Signature Authorization.** The President of Council, or the Vice-President in the President's absence, is authorized and directed to sign and execute the Amended and Restated Host Community Agreement attached hereto and marked as Exhibit "A".

**Section 4. Effective Date.** This Resolution shall become effective as provided by law.

**DULY ADOPTED** as a Resolution this \_\_\_ day of \_\_\_\_\_, 2023 by a majority of the Council of the Township of Lower Saucon, Northampton County, Pennsylvania, at a duly advertised meeting of the Council at which a quorum was present.

LOWER SAUCON TOWNSHIP  
COUNCIL

\_\_\_\_\_  
Jason Banonis, President

ATTEST:

\_\_\_\_\_  
Mark Hudson, Secretary

