

HOST COMMUNITY AGREEMENT

THIS AGREEMENT, made and executed as of this 27th day of April, 2005, ("Effective Date") by and between PLAINFIELD TOWNSHIP, a Second Class Township within Northampton County, Pennsylvania with its municipal office at 517 Getz Road, Nazareth, Pennsylvania (hereinafter "Plainfield Township" or "Township"), and GRAND CENTRAL SANITARY LANDFILL, INC. with a business address at 1963 Pen Argyl Road, Pen Argyl, Pennsylvania 18072 (hereinafter "GCSL").

WHEREAS, GCSL is the owner and operator of the Grand Central Sanitary Landfill (hereinafter "Facility"), a municipal solid waste landfill located at 1993 Pen Argyl Road, Pen Argyl, Northampton County, Pennsylvania; and,

WHEREAS, the Facility is permitted to operate pursuant to Permit No. 100265, (the "Permit") issued by the Pennsylvania Department of Environmental Protection of the Commonwealth of Pennsylvania ("PaDEP") to GCSL, and as may be modified from time to time as the law allows; and

WHEREAS, the Facility is permitted by the PaDEP to accept, process, and dispose of municipal and residual waste and, as such is a municipal waste landfill as defined in the Municipal Waste Planning, Recycling and Waste Reduction Act ("Act 101") (53 P.S. §§ 4001.101, et seq.); and the Pennsylvania Solid Waste Management ("Solid Waste Management Act"), 35 P.S. §§ 6018.101, et seq.

WHEREAS, Plainfield Township is a Host Municipality to the Facility as defined by Act 101; and,

WHEREAS, Act 101 grants unto Second Class Townships, the power to assure proper and adequate transportation, collection and storage of Municipal Waste generated within the boundaries of Plainfield Township, the responsibility to ensure that there is adequate capacity for the disposal of Municipal Waste generated within the boundaries of Plainfield Township (53 P.S. § 4000.304(a)), and the authority to enter into agreements or enact ordinances which address aspects of the operation of the Facility; and

WHEREAS, Plainfield Township and GCSL (and others) executed a Host Community Agreement on October 12, 1994; and

WHEREAS, Plainfield Township enacted a Waste Disposal Business Privilege Tax Ordinance 165 on January 17, 1985, which imposed a tax on certain waste disposal operations; and

WHEREAS, GCSL challenged the validity of Ordinance 165 in suits which were initiated in Northampton County Court of Common Pleas, at Docket Nos. 1988-C-1533 and 1988-C-1510; and

WHEREAS, Plainfield Township and GCSL entered into a settlement on March 9, 1994, which ended certain litigation regarding the validity of Ordinance 165, and which settlement, amended stipulation dated March 12, 1994, and a related Stipulation of Counsel dated April 27, 1994, were adopted by the Northampton County Court of Common Pleas by Order dated April 28, 1994; and

WHEREAS, Plainfield Township created a trust on March 13, 1997 for the management of certain payments made by GCSL under various agreements, including the Host Community Agreement of October 12, 1994; and

WHEREAS, Grand Central Sanitation, Inc., a signatory to the Host Community Agreement dated October 12, 1994, has been dissolved, and the parties to this Agreement agree that any rights of Grand Central Sanitation, Inc. under the Host Community Agreement dated October 12, 1994, or any of the settlements or stipulations related to the litigation docketed at Northampton County Court of Common Pleas, at Docket Nos. 1988-C-1533 and 1988-C-1510 have been terminated or ended; and

WHEREAS, Plainfield Township and Grand Central Sanitary Landfill, Inc. wish to amend the Host Community Agreement; and

WHEREAS, GCSL and Plainfield Township officials have identified certain economic and environmental issues of common interest, and desire to establish a cooperative relationship with each other to resolve problems or disputes involving those issues; and,

WHEREAS, GCSL and Plainfield Township officials further acknowledge that effective communication and cooperation between them with regard to ongoing permitting issues involving the Facility is of mutual benefit to both; and,

WHEREAS, in its review of permit applications prepared by GCSL, Plainfield Township agrees to provide fair, reasonable and timely comments to GCSL and to evaluate all proposed modifications related to the amount of waste flow, method of disposal, size of the Facility, or other operations or technical matters, without limitation, with due regard for the health safety and welfare of its citizens and to present its comments to GCSL in order to accomplish this goal; and

WHEREAS, in the event GCSL responds to all inquiries and comments of Plainfield Township to the reasonable satisfaction of the Township, then upon reasonable request, the Township will so indicate its satisfaction to any public body, regulatory agency or media outlet;

NOW THEREFORE, for and in consideration of the mutual terms, covenants, and conditions of this Agreement, as well as for other valuable consideration, the parties hereto, intending to be legally bound under and by virtue of the laws of the Commonwealth of Pennsylvania, do covenant and agree:

1. Incorporation of Whereas Clauses. All of the foregoing "Whereas" provisions are incorporated herein, as if fully set forth.
2. Definitions. Unless the context clearly indicates otherwise, the following terms used in this Agreement shall have the following meanings:
 - a. Demolition Waste. Solid waste resulting from the construction or demolition of buildings and other structures, including wood, plaster, metals, asphaltic substances, bricks, block and unsegregated concrete.
 - b. Disposal. The deposition, injection, dumping, spilling, leaking or placing of solid waste into or on the land or water in a manner that the solid waste or a constituent of the solid waste enters the environment, is emitted into the air or is discharged to the waters of the Commonwealth of Pennsylvania. "Disposed" means the past act of Disposal.

c. Landfill or Facility. The solid waste disposal facility operated by GCSL and the holder of permit no. 100265, located in Plainfield Township, Northampton County, consisting of 537.5 acres, of which 87.5 acres are currently permitted for the disposal of Municipal Wastes and certain Residual Wastes.

d. Municipal Waste. The term shall be as defined in Section 103 of the Pennsylvania Solid Waste Management Act. For the purposes of this Agreement, the term shall also include any cover material brought to Facility from an off-site location.

e. Person. Any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof.

f. Hazardous Waste. Hazardous Waste means a material or substance that is now or may in the future be defined as a hazardous waste, substance or material by any federal, state or local law, regulation or ordinance.

g. Residual Waste. Any garbage, refuse, other discarded material or other waste, including solid, liquid, semi-solid or contained gaseous material resulting from industrial, mining and agricultural operations if it is not hazardous; and sludge from an industrial, mining or agricultural water supply treatment facility, waste water treatment facility or air pollution control facility, if it is not hazardous.

h. Grand Central Sanitary Landfill, Inc. The term shall include the corporation licensed to do business in Pennsylvania, and any heirs, successors or assigns.

i. Southern Expansion. The term refers to the general area described in an application for expansion of the Facility filed by GCSL with PaDEP in August, 2000, as amended by an updated application filed by GCSL with PaDEP in September, 2004. The updated application is generally described in a municipal notification letter from GCSL to Plainfield Township dated September 22, 2004, and requests approval for an expansion area of approximately 25 acres.

3. Conventions. In this agreement the following language conventions shall apply:

- a. The singular includes the plural, and the plural shall include the singular;
- b. Words which specify any gender include the other gender;
- c. References to statutes include all statutory provisions consolidating, amending or replacing the statute referred to;
- d. References to writing including printing, typing, lithography and other means of reproducing words in a visible form;
- e. References to agreements and other contractual instruments shall include all subsequent amendments thereto or changes therein entered into in accordance with their respective terms;

- f. References to persons include their heirs, successors and assigns; and
- g. The term “including” shall meaning “including without limitation”.

4. Reservation of Capacity. Notwithstanding any Municipal Waste Management Plan of Northampton County now or hereafter adopted under Act 101, GCSL covenants with Plainfield Township that during the term of its existence and/or until reaching final disposal capacity while permitted to accept Municipal Waste by PaDEP, or its successor, that it shall reserve for Plainfield Township adequate capacity for the disposal of Municipal Waste, and Demolition Waste generated within the boundaries of Plainfield Township. The parties hereto understand that GCSL may submit a bid proposal for the collection and disposal of Municipal Waste and/or Demolition Waste within Plainfield Township in response to a solicitation from Plainfield Township for the submission of proposals for waste disposal services.

5. Authority. Plainfield Township shall enact by ordinance or resolution with the binding effect of an ordinance constituting a legislative act of the governing body of Plainfield Township, authorizing the Supervisors to enter into and execute this Host Community Agreement by which Plainfield Township agrees that GCSL, its successors and assigns may accept for processing and disposition permitted Municipal Wastes, Residual Wastes, and Demolition Wastes regardless of origin, at its Facility in Plainfield Township during the term of its existence and while permitted to accept such wastes by PaDEP. Notwithstanding the foregoing, Plainfield Township is free to oppose the acceptance of any wastes, substances, or materials, or to take any legal action available to it, including civil, equitable or criminal actions, which it deems suitable and appropriate against GCSL, with regard to the operation and maintenance of the Facility.

6. Term. The term of this Agreement shall be for the remaining life of the Facility. For the purpose of this Agreement, the life of the Facility shall be deemed to be for as long as the Facility is open for commercial operations and is accepting wastes. During the year following each five year anniversary of this Agreement, any party hereto may give the other party written notification that such party desires to negotiate an amendment to this Agreement: provided, however, that if state or federal legislation is enacted and becomes effective which increases the minimum host benefit fee to be paid to a host municipality, the fee to be paid hereunder (see paragraph 7.a., below), to the extent such fee is lower than any newly enacted mandated host benefit fee, automatically shall be increased and shall become the minimum host benefit fee paid hereunder on the effective date of such legislation. To the extent legislation is enacted and becomes effective, which grants the host municipality greater rights than are now in existence or are proposed on the date of this Agreement, then the Township may give GCSL at least sixty (60) days advance written notice of the Township’s intention to commence negotiations for an amendment to this Agreement. GCSL and the Township agree that each will negotiate promptly and in good faith upon the receipt of any such notice. If the parties hereto are not able successfully to negotiate an amendment to this Agreement, the Agreement will continue in full force and effect. This Agreement may be extended or modified in writing by mutual consent of the Township and GCSL.

7. Fees. It is the specific intent of this Agreement that Plainfield Township and GCSL to permit GCSL, to accept for processing and disposition permitted Municipal Wastes, Residual Wastes, and Demolition Wastes originating from outside the Commonwealth of Pennsylvania, on the same basis as GCSL would be authorized to accept for processing and disposition such permitted Municipal Waste, Residual Waste and Demolition Waste originating from within the Commonwealth of Pennsylvania in recognition that Plainfield Township will receive revenues

from the disposition of such wastes under the Plainfield Township Business Privilege Tax Ordinance No. 165, as well as the Host Municipality Benefit Fee under Act 101. The payments set forth in the following schedule will be in lieu of any taxes, fees and assessments which may be imposed by the Township (except for real estate taxes as currently assessed or to be assessed) by virtue of ownership and operation of the Facility:

a.	Existing Act 101 Host Municipality Fee:	\$1.00 per ton
b.	Additional Fee for Township: Retroactive to October 1, 2004	\$1.00 per ton
c.	Township Business Privilege Tax:	\$0.45 per ton
d.	Additional Amount Due Upon Southern Expansion Approval by PaDEP, and which Approval is not appealed by Plainfield Township:	\$0.50 per ton
e.	Additional Amount Due Commencing on October 1, 2008: (Presuming Southern Expansion Approval by PaDEP, and provided the approval is not appealed by Plainfield Township	<u>\$0.15 per ton</u>
	TOTAL FEES/TAX AS OF OCTOBER 1, 2008:	\$3.10 per ton

The fees agreed upon herein shall be based on waste tonnages reported by GCSL to PaDEP and the reported tonnages shall be subject to modification should PaDEP modify the reported tonnages for any reason, and if and when any and all appeals or challenges regarding such modifications have been finally determined. The fees hereunder shall be paid to the Township by GCSL on a monthly basis, with such payment to be made in arrears by the 30th day of the following month. The fees shall commence on the effective date of this Agreement unless otherwise specified. The Township may direct GCSL to make such payment directly to an account at a financial institution on behalf of the Township, as designated in writing by the Township. Notwithstanding anything to contrary, and not intending to limit any rights provided to the Township by SWMA or Act 101, the records of the Facility relating to waste intake rates shall be subject to audit or review by the Township, and the waste intake records maintained by the Facility shall be made available to the Township or its designated agents at any time upon request during regular business hours.

f. Notwithstanding any of the foregoing, the obligation of GCSL to pay the additional amounts due as set forth in subsections d. and e. above shall be subject to the following provisions: (i) the obligation or liability of GCSL in respect to the amounts owed, as set forth in subsections d. and e., above, shall begin to accrue on the date of Southern Expansion Approval by PaDEP, and on October 1, 2008, respectively; (ii) the obligation to pay over to the Township the above-mentioned accrued amounts due to Plainfield Township shall be deferred until the 30th day after the date that PaDEP approval of the Southern Expansion is final and all appeals have terminated or ended; (iii) any deferred amounts owed according to this subsection f. and subsections d. and e., above, shall be paid in a lump sum; and (iv) any amounts according to subsection d. and e., above, which accrue after the date that PaDEP approval of the Southern Expansion is final and all appeals have terminated or ended, shall be paid to the Township by GCSL on a monthly basis, with such payment to be made in arrears by the 30th day of the following month.

8. Compliance. GCSL and WMPa agree to comply with all applicable rules and regulations of PaDEP, and with all conditions of the conditional use approval granted by the Township to GCSL on August 11, 2004. A violation of any applicable rules, regulations, orders or permits of PaDEP, and/or with all conditions of the conditional use approval granted by the Township to GCSL on August 11, 2004, in addition to any other applicable rights and remedies afforded to PaDEP and the Township, shall constitute a material breach of this Agreement. GCSL agrees that the Facility shall not accept any regulated quantity of (a) Hazardous Waste, (b) chemotherapeutic or infectious waste (which has not been rendered harmless or adequately processed by treatment such as autoclaving, or the like) as defined by state or federal law, or (c) any material or substances that by reason of its composition, characteristics or quality is ineligible for, or barred from, or not permitted for Disposal at the Facility by any applicable federal, state or local law or ordinance, or (d) any other materials or substances that any governmental entity shall determine to be harmful, toxic, dangerous, or otherwise ineligible for Disposal at the Facility, (e) any materials, substances or wastes that the Facility is precluded from accepting for Disposal pursuant to any permit or governmental plan, or (e) any other material or substance that any of the parties hereto conclude would require special handling or present an endangerment to the Facility, the public health, welfare or safety, or to the environment.

9. Complaints. GCSL shall create procedures acceptable to the Township to receive and respond to, in a fair, timely and prompt fashion, any complaints from the Township or any other person relating to the operation of the landfill. Complaints shall be accepted in writing, by facsimile, and by e-mail.

10. Access. GCSL shall permit the Township's designated representative to have access to the Facility to inspect the operations of the Facility at any time. Upon reasonable notice to GCSL, and during regular business hours, the Township and its authorized representatives shall be permitted access to the records of GCSL pertaining to maps, drawings, books, records and the like for the purposes of verifying compliance with the conditions of this Agreement. Failure to permit access when requested and pursuant to the terms of this paragraph shall constitute a material breach of this Agreement. The Township's designated representative is required to sign in upon arrival and to notify site management before performing an inspection at the Facility, and is required to follow all reasonable site-specific safety policies and procedures.

11. Dispute Resolution. In the event any default occurs, or any claim, controversy or dispute arises between the Township and GCSL relating to this Agreement, the Township and GCSL agree to attempt to resolve the dispute in good faith. If the Township and GCSL are unable to resolve the dispute, then either party may proceed to protect and enforce their respective rights under this Agreement under the laws of the Commonwealth of Pennsylvania by such suits, actions or special proceedings in the Northampton County Court of Common Pleas, whose jurisdiction shall be deemed exclusive, either for the specific performance of any covenant or agreement contained herein or in aid of execution of any power herein granted for the enforcement of any proper legal or equitable remedy. Each party acknowledges and agrees that the recovery of monetary damages may not be a sufficient or adequate remedy in the event of a dispute. Any decision of the court shall be appealable in the manner and as provided by the provisions of Commonwealth law. The costs of arbitration shall be borne equally by the parties.

12. Default. Each of the following shall constitute a default by GCSL hereunder: (a) an act of bankruptcy on the part of GCSL, (b) dissolution of GCSL, or (c) the failure of GCSL to comply

with any material term, condition, obligation, representation, of covenant contained in this Agreement, if such breach or failure is not cured within 10 days following notice.

13. Notice. In the event notice is required by any provisions of this agreement, notice shall be provided in writing and delivered by recognized carrier service, or sent by certified mail, postage prepaid, with return receipt requested, to the following:

Plainfield Township
Board of Supervisors
517 Getz Road
Nazareth, PA

David Backenstoe, Esq.
Haber, Corriere & Backenstoe
433 East Broad Street
Bethlehem, PA 18016

Grand Central Sanitary Landfill, Inc.
1963 Pen Argyl Road
Pen Argyl, PA 18072

Anthony J. Martino, Esq.
Martino & Karasek
641 Market Street
Bangor, PA 18013

Any party may change the address set forth in this paragraph by providing written notice to all other parties or representatives, as listed above.

14. Survival. Should any provision of this Agreement be adjudged invalid by a competent court or tribunal, such provision shall be deemed modified to the extent necessary to make it enforceable and, all other provisions of this Agreement shall survive.

15. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns, and any transfer of assets or ownership shall be subject to the terms of this Agreement.

16. Exercise of Rights; Cumulative Remedies. Unless otherwise stated herein, no remedy or election under this Agreement shall be deemed to be exclusive, but rather shall be deemed to be cumulative with all other available remedies at law or in equity.

17. Waiver. Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise any right resulting from any breach of this Agreement shall impair the right or be construed to be a waiver thereof, but the right may be exercised from time to time and as often as may be deemed expedient. Any waiver must be in writing and signed by the party granting the waiver. If any covenant or agreement contained in this Agreement is breached by either party, and thereafter waived by the other party, that waiver will be limited to the particular breach so waived and will not be deemed to constitute a waiver of any other breach under this Agreement. Except as

provided herein, neither party shall be deemed to have waived any right or claim available pursuant to law.

18. Immunity. Nothing contained herein is intended to waive any immunity afforded to the Township or its representatives under the provisions of Commonwealth law.

19. Modification. This Agreement may be modified only upon the written consent of the parties. This Agreement may be assigned upon the prior consent of all of the parties, which consent shall not be unreasonably withheld.

20. Entire Agreement. This Agreement shall constitute the entire agreement of the parties, and no prior drafts or communications of the parties shall be relevant or admissible for the purposes of determining the meaning or extent of any provisions contained herein in any proceeding. No modification of this Agreement shall be effective unless made in writing and signed by the parties.

21. Invalidity. In the event that any provisions of this Agreement shall be determined to be invalid, illegal or unenforceable in any respect, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired thereby. Further, in the event that any provisions of this Agreement shall be determined to be invalid, illegal or unenforceable in any respect, the parties agree to negotiate in good faith to modify this agreement or take any other appropriate action necessary to implement and give effect to the provisions of this Agreement. All other provisions of this Agreement shall remain in full force and effect, and the invalidity of one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of this Agreement can be determined and effectuated.

22. Indemnity. GCSL hereby agrees to indemnify the Township, its board members, officers, employees, agents, and attorneys from any and all liability, loss, or damage the Township may suffer as a result of claims, demands, costs, or judgments against it arising from the operation and maintenance of the Facility or the post-closure operation of the Facility whether the liability is caused by or arises out of the negligence of GCSL or of their respective officers, agents, employees and attorneys.

23. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

24. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute a single instrument.

25. Cooperation. The parties agree to cooperate with each other in good faith and each shall perform such acts, execute and deliver such instruments and documents, and do all other things as may be reasonably necessary to accomplish the purposes contemplated in this Agreement.

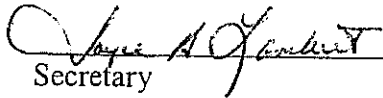
26. Joint & Several Liability. GCSL and WMPa shall be jointly and severally responsible for the obligations set forth in this Agreement.

27. Partnership; Agency. It is understood and agreed that nothing in this Agreement is intended to or should construed to establish a relationship of partnership or agency or joint venture between the Township on one hand, and GCSL on the other hand.
28. Captions; Headings. The section headings and captions contained in this Agreement are included for the convenience of the parties and shall not be considered a part of the Agreement or affect the construction or interpretation of this Agreement. Except as otherwise indicated, all references in this Agreement refer to sections or parts of this Agreement.
29. Act 101. The parties agree that this Agreement has been negotiated in accordance with and in full satisfaction of Act 101 and any related legal authority governing the relationship between the owners and operators of a solid waste disposal facility and its host municipality.
30. Supersession. The provisions of the Host Community Agreement dated October 12, 1994, are hereby amended and superseded by this Agreement. Any other provisions of any other agreement which are inconsistent with the provisions of this Agreement are hereby superseded. Should approval of any court be required to modify any prior agreement of the parties, the parties agree to cooperate and take all reasonable steps necessary to obtain an approval.
31. Non-Parties. The parties agree that this Agreement does not and is not intended to create rights of any kind in any person or entity not a party to the Agreement.
32. Representations. The parties respectively represent and warrant that:
- a. GCSL is a corporation duly organized and existing and in good standing under the laws of Pennsylvania and is authorized to do business in the Commonwealth of Pennsylvania.
 - b. Each party has full power, authority and legal right to enter into and perform this Agreement, and execution, delivery and performance hereof and thereof by each of them (i) will not violate any judgment, order, law, ordinance or regulation and any provision of GCSL's articles of incorporation or bylaws, and (ii) do not conflict with, constitute a default under, or result in creation of any lien, charge, encumbrance or security interest upon any assets, under and agreement or instrument to which GCSL or the Township is a party or by which any of them or any of their assets may be bound or affected.
 - c. The Agreement has been duly authorized, executed and delivered by each party, and this Agreement constitutes legal, valid and binding obligations of the parties, enforceable in accordance with its terms, except as such enforcement of such obligations may be limited by bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights generally, or by general equitable principles concerning remedies, whether enforceability is sought in a proceeding at law or in equity.
 - d. There is no action, suit or proceeding, at law or in equity, before or by any court or governmental authority pending or to the knowledge of the parties, threatened against or affecting the parties wherein a ruling, decision or finding would materially adversely affect the performance of the parties of their obligations hereunder or in connection with the transactions contemplated hereby or which, in any way, would adversely affect the validity or enforceability of this Agreement.



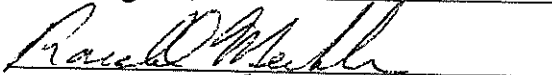
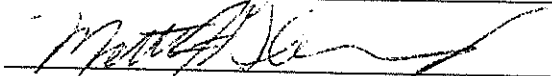
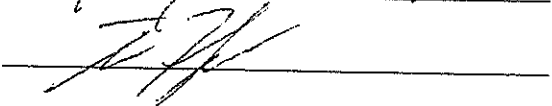
e. The parties agree that the persons executing this Agreement have been authorized to execute the Agreement on behalf of the respective parties, and have full authority to bind the respective parties.

IN WITNESS WHEREOF, with the intent of being legally bound hereby, the parties hereto have caused this Agreement to be duly executed on the date first set forth above:

ATTEST:


Secretary

BOARD OF SUPERVISORS
PLAINFIELD TOWNSHIP

ATTEST:



GRAND CENTRAL SANITARY
LANDFILL, INC.

BY: 