COUNCIL FOR THE BOROUGH OF DUNMORE

HELD:
Thursday, November 13, 2014

TIME:
7:00 P.M.

LOCATION:
DUNMORE COMMUNITY CENTER
1414 Monroe Avenue
Dunmore, Pennsylvania

COUNCIL MEMBERS:
MICHAEL MCHALE, President
PAUL NARDOZZI, Vice President
SAL VERRASTRO
TIMOTHY BURKE
CAROL SCRIMALLI
THOMAS HALLINAN
MICHAEL DEMPESEY
THOMAS P. CUMMINGS, Esquire, Solicitor
WILLIAMS JONES, Esquire, Zoning Solicitor

MARIA McCOOL, RPR
OFFICIAL COURT REPORTER
ATTY. CUMMINGS: Miss Scrimalli.
MS. SCRIMALLI: Present.
ATTY. CUMMINGS: Mr. Burke.
MR. BURKE: Present.
ATTY. CUMMINGS: Mr. Verrastro.
MR. VERRASTRO: Present.
ATTY. CUMMINGS: Mr. Nardozzi.
MR. NARDOZZI: Here.
ATTY. CUMMINGS: Mr. Hallinan.
MR. HALLINAN: Present.
ATTY. CUMMINGS: Mr. Dempsey.
MR. DEMPSEY: Present.
ATTY. CUMMINGS: Mr. McHale.
MR. MCHALE: Here.
ATTY. CUMMINGS: Ladies and gentlemen, the agenda has been made available. This is a special meeting not following the normal format. Roll call has been completed. You could see on your agenda Mr. McHale is President of Council will introduce the matter. Attorney Bill Jones is here to present a summary of the host municipality fee
agreement with the salient points. We will then open the floor for public comment. Public comment I'm informed by Borough Council is limited to five minutes per speaker. Each speaker is allotted one attendance at the podium.

You are to approach the podium in an orderly fashion. You will state your name and address -- either residence or a Borough property address for the court reporter. And then you may speak for your five minutes. After that after all the public comment is completed, the body may entertain a motion for decision on the agreement that is before you this evening. Mr. McHale.

MR. MCHALE: Thank you, Mr. Cummings. Quickly, obviously everybody knows why we're here tonight. And it's been all over the paper and internet. So we're going to just dive right into the agreement itself. I'm going to turn it over to Attorney Jones who is instrumental in bringing us this final document that is in front of us tonight. Attorney Jones?

ATTY. JONES: Sure. If I can, I'll
go through the points. And I presume everybody has it or they are familiar with it. The first paragraph deals with the amounts of money that are owed by the Borough for tipping fees.

They're going to be zeroed out whether they were owed or not owed it's no longer a point of contention. The next portion of the -- of that paragraph deals with the former Dunmore Borough Landfill.

Dunmore Borough had a landfill. And it was an unlined site. It's part of this particular area now. It's the subject of the agreement. There is an opportunity for persons depending on what type of waste are there to bring under the appropriate statutes an action against any of the dumpers.

If you own it and you dump there, you are responsible for certain types of waste. This waives that right of contribution that the landfill may have. Other municipalities have been involved in those types of lawsuits. This gets rid of that particular claim of contribution that the landfill would have.

The next paragraph deals with the right of the Borough to dump in the Keystone
Landfill. They have the right to dump in the Keystone Landfill without any charge or cost.

The next item deals with the air space. You have the right to available air space that's in the landfill. Paragraph four, and I'll go through it. It deals with an addition. Currently under an agreement -- a settlement agreement from 1999, you get 41 cents for every ton of acceptable waste that's deposited in the Keystone Landfill.

Beginning on December 1st, 2014, through November 30th, 2015, an additional 79 cents will be paid to the Borough on the waste. That means there will be an aggregate of $1.20 for that time period.

From December 1st, 2015, you'll get an additional 89 cents for an aggregate of $1.30 for that particular year. Beginning on December 1st, 2016, it goes up to 99 cents per ton. So that would be $1.40.

Beginning on December 1st, 2017, the sum of the $1.09 will be in there. So you'll aggregate it out at $1.50. Beginning on December 1st, 2015, is goes up one cent a year per year on the waste that's deemed acceptable
to go into the landfill.

It also has the criteria that it's on a quarter basis. You get paid within 30 days on that time period. The Borough also has that we have all seen changes in the state law from time to time.

They used to have bonding by way of money. Monies that were deposited into different escrow accounts. The regulations changed in that area. And it dipped down to they only came out with a letter of credit.

So in this instance what the Borough wanted and was placed in there is that we agreed it would never dip below 41 cents. Hopefully it will go up -- the state amount, not the additional amounts that you get but state amounts.

So there's always a floor there. Let's hope that it's something that gets exceeded through the state. I realize that there's state laws that would supersede in that particular area. There's also in paragraph number five where the Dunmore School District there's a fee that is going to be paid on a quarterly basis. That will be $25,000 per
quarter. And it begins on December 1st, 2014.

It's to be used by the Borough or if, you know, 20, 30, 40 years whatever happens into the future or if you consolidate. The Department of Education is big on doing that. This will still be paid. It's to be used for nutrition programs or stem which is science technology, engineering, or math. That will be paid to the Borough.

After a ten year period the parties to the agreement will reexamine it for additional contributions to the school district. It's significant insofar as in this case the taxpayers of the school district mirror the taxpayers of the Borough. They are one in the same.

That isn't necessarily the case with the other landfills that are in our area. In paragraph number six, there's also a 22 ton per week. I don't think the school district can hit that. They are probably dumping around seven tons. They do about 22 yards of waste on their per week basis.

They'll have the ability to also put waste in Keystone so as long as it's in their
vehicles or in a Borough vehicle that would come out. There's a reaffirmation of rights and obligations under the agreement of 1999. And there's also reaffirmation for the PA Code section.

Permits generally run for a ten year period. That section brings out Subsection A. It doesn't mean they have to run for a ten year period. But that's what they -- the standard for DEP is for ten years. It doesn't mean an area can't be permitted for a landfill.

But they'll do it in ten year increments. And that's generally the experience. Under Subsection B it can go for a longer time period. But what this does is it reaffirms that presumably within that time period and we will see how it pans out.

And Keystone and the Borough will sit down again during that time period to reevaluate their positions on harms, benefits and any other items that can come in. In so accepting the benefits conveyed, the Borough does not waive or otherwise relinquish any rights it may have to identify and report any future concerns associated with the landfill.
activities to Keystone and to the appropriate regulatory authorities pursuant to the cooperation and coordination provisions described herein and therein.

Additionally, we're going to do a memorandum of agreement. It will be recorded in the Lackawanna County Recorder of Deeds. While this -- these types of rights and obligations are generally an intangible right that run with the permit and we've identified the permit, we also ask that the land owners themselves join on it and say they are covenants that run with the land for a further protection.

Paragraph number eight deals with the fact that there's a landfill there. It says without enlarging diminishing any of the rights or obligations according to the permit, the Borough acknowledges that Keystone is a preexisting landfill entitled to the protections afforded to such use.

The Borough acknowledges its zoning ordinance and 11.185 defines a sanitary landfill as a facility pursuant to the Pennsylvania Department of Environmental
Protection Regulations governing sanitary landfills.

That comes out of your definitional section. Keystone shall make immediate application for an opinion to the Dunmore Borough Zoning Officer under -- and there's a statutory section. That's the municipality's Planning Code.

You may be familiar with that. That is what your zoning ordinances and your subdivision land use ordinances are implemented under. Under that particular section it says that a land owner can ask for a preliminary opinion with regard to any of their development questions that they may have.

This identifies in here that they're going to confirm that it's a preexisting use as a landfill in that area. For those of you that aren't familiar with it, that area was permitted for landfills in the year 2000 under your zoning ordinance.

And following that it says that and that they are going to ask that it's not a building under the current zoning ordinances pertaining to maximum building height. I
presume they haven't made an application yet. But I presume what they are going to ask is you have a zoning ordinance. And there's different definitional criteria that deal with heights and all of that.

And that's their business to ask whether it applies, it doesn't apply or whether it fits that particular definition. We don't want to prejudge that. They have rights and they can protect those in courts and you're taxpayers.

So I won't go into what they'll do or won't do on a particular application other than the fact that that's what they intend on doing to say if their facility is a building, you know, do I -- well, we can all read the definition of what you have as a building in the zoning ordinance.

Number nine deals with an indemnification. Keystone is going to indemnify and hold harmless the Borough. And it defines that for anything that Keystone causes with regard to the operation of the landfill unless for willful misconduct on the part of the Borough.
That means if they do something that somehow entails the Borough in a lawsuit they'll indemnify you and hold you harmless for that. Number ten deals with if you don't get paid on time. What happens if you don't get paid on time, you obviously can bring an action for it.

But it also provides a late penalty of 5 percent per month of the face amount due and shall bear interest at the New York prime interest rate. You know, if you get into a dispute which can happen between parties that you want not only your money back but you want penalties and interest upon anything that you were due going forward.

There is also number 11, a representation that there is a single permit for the landfill. Those of you that may or may not be aware of it, there were different landfills up in that particular site through time with different permit numbers.

The last permits that have been issued are reflective of the permit number that is in here and that the terms and conditions are binding upon the permit holder. It also
says that this agreement is intended to be
binding upon the successors and assigns of
Keystone.

That means if anybody buys the
landfill and takes over that permit that this
is not a personal obligation of just Keystone.
Landfills are bought and sold all the time.

Number 12, deals with the different
entities that are identified in the application
and the application is on file. They've had
several applications. I believe 1997 and the
current one that is in there.

It identifies who the property
owners are. There are several property owners.
And they are different than the operator of the
landfill. It identifies the companies. And
they join and consent and acknowledge the terms
hereof and that they're covenants that run with
the land. So they're the major points of the
agreement. And I'll turn it back to
Mr. Cummings and --

ATTY. CUMMINGS: Thanks very much
for that synopsis. It was well done. We will
now have public comment. I would ask --
reiterate that it is to run in an orderly
fashion that each person is allotted five minutes. They are allotted one attendance at the podium that you are to state your name and either address -- residence address or property address giving you the right to speak, you know, within the Borough of Dunmore. Mr. McHale.

MR. MCHAILE: Would anybody like to address Council tonight?

MR. PERRY: Mark Perry, 1302 Green Ridge Street. First of all, before everyone gets up here and has their say, I do want to tell you we do appreciate -- and I think the people that are here appreciate the fact that you've given this opportunity to talk about these issues and have this forum.

This has actually been effective. It's worked. And I know that you are in a tough position. Please don't think people out here are sitting don't think you're not in a tough position because this agreement, a decision that's going to affect this town for the next literally 10, 15 years.

So it's important to make the right decision. And we know how much pressure you
have been under from so many different sources on this issue. There's two reasonable points of view on this issue.

Some people can think that having a landfill of this type of height and for this long of a period of time is a reasonable idea. And there are those, many you have expressed your opinions already. I think five of you have said you are -- you don't believe that's an appropriate thing.

You think that's not a good decision to extend it. But we do appreciate this opportunity. With that though, I have to say I was really surprised and disappointed to hear on Monday that after all of this back and forth and what we've discussed with you over the past two months or so to find that you weren't going to make this final decision based upon a process where on Monday of this week you're going to have an agreement where you would put it on line for a day and then come in here, have a comment and vote.

That is not the impression you gave to I think anyone who came to these meetings. The last time we were here the way -- and I
remember the last meeting nodding my head going this is -- I really appreciated what you were doing.

You were saying that you were going to have an agreement -- the next draft. And it was going to be distributed so people could look at this. This isn't like the item that you discussed the last meeting about getting an plow.

You handled it well. You talked about it. This is a big issue that everyone has a right to talk about. And the concept was that you were going to have a hearing -- an open forum, you might have more than one where we can talk about these issues.

When you asked -- you talk to people. I know you asked my thoughts. I said we should have actually a hearing -- an opportunity for people to be heard on three issues.

One is where we come from this. In other words, how we got here, where we are now and the future, what we should do in terms of extending the agreement. And I don't think we spent enough time on this at this point.
So I would, first of all, suggest that you shouldn't be voting on this tonight given the lack of input that you have allowed the Borough on this and people to weigh in.

First of all, we haven't even begun to explore the past, how we got here. Everyone has said -- everyone has expressed the same opinion how did we get stuck with this agreement. You may say why is that important.

Well, it's important because you're going to be entering into an arrangement with this -- with Keystone for without even a limit on the term of the contract. You're going to be committing yourselves to an agreement with this entity for the next 50 years.

So that just as you sit here today, I don't know what they were thinking 1999, you don't want your children and your grandchildren sitting here going, what did they do in 2014? I don't even understand this. Why did they do this?

We're stuck with this for now for the next 50 years. The other thing that has not been explored is one of the -- one of the frustrating aspects of this is in 1999 we had
an agreement. And truly -- I mean, as we all said it's not really an agreement. In other words, it's like going for a job and getting the minimum wage and saying, well, I want a contract that defines it.

You don't need a contract. You get the minimum wage no matter what. We get the state mandated amount no matter what we do. So we have that. And we don't even get -- apparently we're not even getting free garbage out of it. So we really got nothing in 1999 to be honest.

So the issue is, if that's the case, why was that done? And there seems to be this implied -- this concept of, well, you don't know really how much Keystone does for the Borough. And the point is, we should know that.

So I would assume as -- when you're voting on this tonight and you have a chance to comment, please tell us information you gained say over the past say even 15 years as to what Keystone has donated to the Borough because we do need to know that.

If you told me, you know what, you
don't even understand. It's really like it's actually 4 million dollars a year. It's 40,000 a year. We should know that. And you should know that concretely before you make a decision.

It impacts how the economic impact of the agreement to date. And I don't think we have an understanding of that. I know for example you said you don't do that. Mike made a very strong point to Bob Bolus about a month ago.

And you both had very good aggressive points. But Mike made the point you don't do that from now on. But I'll get into that in a minute. We haven't really explored that yet.

In terms of the present, as I stand here and I'm asking you for guidance because I'm assuming you've done this homework. The amount of money --

MR. NARDOZZI: Five minutes, Mark.

MR. PERRY: That's it?

MR. NARDOZZI: That's five. I'm just letting you know the time.

MR. PERRY: All due respect I ask
for more time but --

MR. NARDOZZI: I'm just letting you know, Mark, it was five minutes. Those were the rules that we set.

MR. PERRY: I'm saying I respectfully request more time. But if you don't want to I'll --

MR. MCHALE: Mark, finish your thought.

Mr. NARDOZZI: Finish your thought.

Mr. MCHALE: Mark, finish your thought, please.

MR. PERRY: Well, I have more than one thought but it wouldn't be that long. And this is part of the problem. And, I mean, with all due respect you're the one person that was on the signatory in 1999. I would like to hear more of what you have to say about that.

So rather than limiting people to five minutes and moving on with this, this should have been a process where we have more time to discuss this where we are now. I don't know whether that's a -- what is the state average fee for a host municipality?

I'm just asking you. Obviously you
must know that because you wouldn't enter an agreement without knowing that. What's the average? What is the range? What's the highest and what's the low?

I mean, we should know that before we enter into an agreement like this. So you know, if I told you, look, I'm going to sell my Camry and I'm going to sell it for 2,000 bucks and a brand new one, you would say, what, are you kidding me?

And if you said if you don't know anything about it -- and I don't think we know enough about it. We should have that information. You should be transmitting that to us. We should be talking about that to know whether it's a good deal or not.

You may come to say, look, yeah, it's not the best deal but here's what the average is. But here's why we're doing it. We don't know that. And that I think that is something we should know.

In terms of the future and entering an agreement like this, what is also relevant is your course of conduct with Keystone. And I don't understand how this back and forth takes
place. From what I understand, this is what you're telling us, you've been told you can't have legal Council negotiate your agreement.

You were told that this actually went from getting a buck for a ton signing a contract that night to having Pat Clark and some folks raising issues. And by doing that you then improved the process.

But what I don't understand is we have the lowest possible -- we have the state minimum right now for the last 30 years. We don't even get -- apparently we don't even get free garbage. We're being threatened with being collected on that.

And yet, you would think like if you were Keystone we must be on the -- you know, when they go to waste management conferences we must be the thing they talk about -- the nirvana of landfills. These guys can't believe this.

What I don't -- and this is not -- this is an intangible thing but it's important. What I don't understand is, if -- I don't really understand the relationship. You would think Keystone would be saying, well, the
Dunmore guys are coming up, send a car. These guys are awesome.

They almost have a contempt for you though. You would think as if the Borough, you know, entered in some deal 30 years ago and some loophole was there that we get this great advantage out of this and they're sick of it and we spend our money like drunken sailors.

And we're not responsible and that they are finally done with us. It's the opposite. So I really don't understand the idea that if that's the kind of pressure you're under that should be a factor whether you want to sign this or not. This is not right.

Don't subject future generations of people to doing their best sitting there like you to get treated like that. It's just not normal. I don't understand why that is. But I would be careful about it.

Finally a couple things as you're voting tonight, very important. I think there's a couple of false premises that have been circulated by this process. I don't mean false in the sense of a lie. False in the sense of just not accurate.
One is this thing that everyone talks about, well, it's not us it's the DEP that makes the decision. We all understand that now. We get that. Everyone -- and you know that.

But it is important what you do. The DEP is going to be looking to you and your input on what they do. Part of their harms and benefit is to look at the host municipality and what they want in terms of what they're getting.

So obviously Keystone is doing this and reaching out now because they don't want to go into the DEP application process and say what is the host municipality getting. Well, for the last 30 years they've gotten the state minimum. We're actually threatening them put them up -- bankrupt the Borough a bit by putting a collect on this.

They don't want that. So obviously it's in their best interest to have a reasonable agreement in place. So the concept that they are not looking to is false. And I'm so happy to see in terms of this Council that five of you -- I think it was five have
actually said -- you went on record saying we're not for the Phase III.

And that comes to the final issue. If you're not for the Phase III -- I know some of you -- everyone has a difference of opinion here. We all can voice our opinions. Some are not so sure -- Sal raises good issues -- economic issues about budgets and these are valid issues.

But if you're like most people here, I think most people that you're going to talk to are not for Phase III. They are not -- enough is enough. They're -- while there may have been some benefits to the landfill, we've gotten killed on our agreement for 30 years and we've had it.

It's just not worth having our identity locked into a landfill for 50 years. If you believe that as some of you have, then you vote no on this contract. Don't vote for it. And the reason is this, and you know this. If the application that Keystone is going to present to the DEP, Exhibit A is going to be this agreement.

And they're going to say, well,
obviously the Borough is okay with this because they've agreed into the future indefinitely for an agreement for reimbursement. So right now and because you have done your job and you've told us that you don't -- you made a very good point.

You don't get any more money from the landfill -- you don't take gifts. You don't take -- whatever it is. But you don't take it. And you have been able to balance your budget with that. You have been able to do it. So you have five more years left.

Do what every other municipality does that doesn't have a landfill. We'll be okay. We'll manage. We almost are in a position we couldn't have gotten any worse. So in other words, we already got the state minimum. If there is one advantage to that, it's now because now you have -- you're in the last leg of a long slot.

You only have five years left. We can do that. And do not sit there and say, you know what, I'm against Phase III but I feel compelled to vote for this because we almost have to. You don't. And if you really believe
you don't want Phase III, you don't want the landfill then you do have a clear choice. Don't vote for this. Thanks.

MR. BOLUS: I guess I don't need this. My mouth I guess is big enough for tonight. Bob Bolus, former resident of Dunmore and a business owner at 1445 East Drinker Street in Dunmore.

I'm here to look at the agreement. To me this is a legal agreement. It's not a business agreement. And what we need to be is a business in Dunmore. This is what we need. I went through the agreement. And I'm going to go as brief as I can.

First of all, if we go to page number one, residents dump building material free like Throop does. That is not in this agreement. Throop can dump -- you could take your household -- if you're doing demolition and all and dump free in Throop. You can't do it in this agreement. That has to be modified.

On number three here -- or number two, I followed on down, it should be in here should read exclusive right of Dunmore and Throop should come first for air space. In
other words, if the air space is running out, Dunmore and Throop come first.

All the people that dump there now come in last. Since we're giving up our community, we should have priority. That's not in this. We need to test more. On page one again in the agreement with regard to waste unearthed and moved within the landfill, the last thing we want is the old landfills moved without knowing what the hell is in them.

These were unpermitted landfills for the last 80, 90 years that you name it and it went in it. They want to allow DeNaples to move 2 million ton of this waste God only knows what's in it to a lined landfill but have selective test boring done to it and a liner still leaving a million plus ton in the hole without ever knowing what's in there.

Before it should be done or allowed, it needs to be test bored and certified sampling taken and a lab report of what we're dealing with. We're all talking about cancers, pancreatic cancer and God knows what else.

These are carcinogens. They were in years ago when there was no permitting and
dumped everything, batteries, acids, you name it and they went in landfills. They are still buried there. You don't want to move them. You want to leave a sleeping dog lie because as soon as you allow him to move this, what you're doing is permitting his expansion because remember in order to expand his landfill, he wants to move this waste out of there so he could build upon it to raise his elevations geographically.

That's not being taken care of in here. It's not being addressed. The boundaries of the landfill are kind of a disappointment in a sense. What we're saying here the calculations of money, this is a joke. I mean, literally it's an absolute joke.

Here's a business making millions and millions of dollars and you're settling for pennies. You're turning around and you're taking -- well, I got a penny somewhere. You're saying let's get one penny in the one year. This is what we're going to get.

But if he doesn't pay we're going to take a percentage of 2 percent and charge on the penny. What we want here in this agreement
is we want a percentage of the tipping fee. We
don't want a monetary I'll give you a dollar,
I'll give you 98 cents or 15 cents.

We want a percentage, 20, 25 percent
of the tipping fee. As the economy changes,
the escalation of rates are going to change.
We're go be to a penny. Tipping fees might be
$200 a ton. You're getting the Marcellus Shale
in here.

I produced -- and I don't know if
any of you people are aware of it, lab reports
that showed exactly what's going in there that
we took from containers from the Marcellus
Shale had a lab report done and gave to Council
here Throop and the City of Scranton the
carcinogens that are going into that landfill
from the Marcellus Shale.

The stuff is termed as hot, which
means you don't want to drink it. You don't
want to eat it. And you should as heck don't
want to put it all over your body. This is
being pulverized and spread over that landfill
on a daily basis.

It's being carried by trucks. It's
being moved all over the place. This is stuff
you got to be concerned about. And I don't hear any of that in this agreement that addresses that issue.

When it the says Dunmore means Dunmore, again I brought up about the people. Dunmore School District is Dunmore School District. But it doesn't do anything for the citizenry here to take their stuff, building material.

Preexisting landfill, that's the old landfills. That's what is preexisting. That's what this was built upon. The quarry is not an existing landfill, okay? There's new and never used areas of this landfill that are not preexisting. They shouldn't be done.

The agreement should be tabled until we have better definition of what we're doing here. Louie and Dominic DeNaples should be personally on the agreement, not just the corporations. Corporations could go bankrupt tomorrow. You could have a superfund out here.

If they find that this contaminated waste from the Marcellus, everybody is involved because nobody can determine whose waste came from where. So everybody is included. They
should be on this agreement personally them and their heir or anything else not just corporations.

We can shut a corporation like that. You have two attorneys will tell you it's easy. That's why you file a corporation.

MR. NARDOZZI: Six minutes, Bob.

MR. BOLUS: Okay. If you look back the promises.

MR. MCHALE: Bob, wrap up, please.

MR. BOLUS: Okay. I'm going to wrap it up real fast if I may. Look at the promises. You just read in the paper about Mt. Airy Lodge, a DeNaples organization. They didn't do what they said.

The same thing is going to happen here. They don't have to do it. They could use this agreement in any way. It's their agreement. It's not our agreement. We need to have the people here have their own attorneys with all due respect to Bill, I think he's one of the most knowledgeable attorneys I know is to have somebody else do it.

If you take one more thing about DeNaples, he'll say anything he wants to say.
He's the king of promises and he'll break them.
Look at the lot on 81 right now --

MR. MCHALE: Bob, it has nothing to
do with the agreement.

MR. BOLUS: I understand, Mike, please.

MR. MCHALE: It has nothing to do
with the agreement.

MR. BOLUS: I know. Look at 81
where all the cars are going in right now.

MR. MCHALE: It has nothing to do
with the agreement, Bob. Please move on. We
got -- it has nothing to do with the agreement.

MR. BOLUS: I understand. But let me finish in a second and I'll be glad to sit
down.

MR. MCHALE: We have 150 people here
who want to talk so please --

MR. BOLUS: 81 you see the cars over
there. DeNaples promised and had an agreement
with this Borough he would never put cars there
again. Look along 81. You got a huge junkyard
started in a place that was never permitted and
D's is not a permitted grandfathered
landfill -- or part junkyard as you're getting
right now with this landfill.

There's nothing in here that benefits you people or us in the city. It benefits DeNaples a hundred percent. You're working for pennies, not the true dollars that you need. And this should be tabled until it's better explained to these people.

MR. MCHALE: Thank you, Bob.

MR. BOLUS: And we're protected healthwise. Thank you.

MR. MCHALE: Thank you.

MR. TILBURG: My name is Corey Tilburg. I am a former student of Marywood University and am a current resident of Green Ridge Street. I was first attracted to the area because I thought Dunmore has a lot going for it.

It's a beautiful city. It's very quaint and it actually reminds me a lot of my hometown. And I actually liked it so much that I stayed here after I graduated from college. And by staying here I became aware of what was happening with the Dunmore landfill.

And I have been reading up on it. And it was brought to my attention that
fracking drill cutting was being disposed into
the landfill. And this is kind of a red flag
for me because my hometown is in Williamsport.
And as you may know, Williamsport is huge a
proponent for the Marcellus Shale. I live --
or my hometown is right on the periphery of
Williamsport where all the fracking occurs.

And this fracking has created such
an impact on my area in general. When the
fracking fluid goes into the ground, it causes
an overflow which has a high level of radiation
from radium actually. And it seeps down into
the soil. And it makes the water undrinkable.

And so as a result of this, people
are not able to drink their water. People are
losing their property value. Everything is
diminishing at such a rapid rate that people
are leaving the area.

And honestly, it's hard to get
anyone to come back into the area. So the fact
that the drill cutting which will have the
radiation -- radium as a result of the overflow
of the fracking fluid, if that is put into the
Dunmore landfill and it's going to affect all
of the compounds within that landfill.
I also did a little bit of research. And I'm sure that you guys may have already heard about this. I wanted to see what the durability of the liners were for the landfill. And they are not a perpetual thing. The Environmental Protection Agency said that there is a timer on every single liner for the landfill.

So whether it's broken down by human error, whether it's broken down by cracking or whether just by decomposition of the material that is comprised of the layer, all the compounds are going to be released into the soil. And this is mainly from a chemical called leachate which is the decomposition of all the trash and waste that is harbored within the landfill.

And because of that your water is going to be affected and it might become undrinkable as it is in Williamsport and that's honestly enough of a red flag for me to not even to consider staying in the area. And I know a lot of my friends and people my age are thinking the same way.

Like, this is a great town. It has
a lot going for it. But if the water is undrinkable and the property values go down, then why would we ever invest our time and money into something that should be a long time life investment? It's just not going to happen.

And you're going to have people leaving the place as a result of this. So that's all I really have to say. I think it would be a very ill-informed decision if the landfill would be put in place and if the fracking fluid would be allowed to be put into the landfill.

But if it happens, I'm not staying and I know a lot of the people that you might be targeting as a young audience to move into the area, you're going to push them away.

MS. DEMPSEY: Michele Dempsey, Jefferson Township, grew up in Dunmore where many of my family still live. I just want to remind the Council and my fellow citizens that the crumbs which is really what this is being offered by the landfill will be dwarfed by the loss in our property values, by the health care costs for landfill related illnesses, by the
cost of the community when there is a catastrophic collapse or landslide or leakage and we just heard about the liners and about the cost of the community and loss to our image and reputation.

You just heard the words of this young man especially when we are known as the home of Mount Trashmore instead of being known for our natural resources. You know, I'm not a mathematician. I haven't heard a lot -- I've heard a lot about the million of dollars this agreement will be if you put it out over 50 years.

I have an article that I would be happy to send to anybody that talks about if you live in a two mile radius of a landfill you're property values are instantly worth 14 percent less.

And so again, I'm not a mathematician. But I did some quick calculations. Population of Dunmore is 14,000. And the population of Throop is 4,000. Let's assume there's 9,000 homes. Let's assume 30 percent are within that is two mile radius. That's 2,700.
If you work out 2,700, the average cost of a home being $112,000 which is what it is in this area. For those 2,700 homes at 14 percent less value, you're losing 42 million dollars in value a year. So let's put that out over the 47 years. And you've got a loss of 1.9 billion dollars in your property values.

And that's not counting for the values getting lower as the landfill gets bigger and higher, which is what will happen. And let's account for the loss tax base. As, you know, in 1990 the population of Dunmore was 15,000.

Now we're just under 14,000. And you can hear that you'll be losing more people if this landfill expansion goes through. Has that been calculated over the next 47 years as people don't want to come to our area anymore?

I moved back now about 11 or 12 years ago because I love this area and the natural resources are part of what brought me back to this area. And I have been one of the biggest cheerleaders for this part of our world since I moved back for Scranton and Dunmore, you know, our valley basically.
I brought everybody from -- you know, I was one of the founders of the Office Convention. Twice we brought all the people from NBC to Scranton to celebrate the city to see how far it has come, how much revitalization has happened here.

They went all around. They thought it was beautiful here. They loved it here. And tens of thousands of people came with them to see it and loved this area with a great perception that we are now backtracking on if this happens.

You know, Scranton What If is something an effort my firm does. We look for hidden potential in our city and in our area and try to come up with ideas to show people how much even greater it can be here. And this is backtracking on all of that.

We are losing key demographic. That's the demographic you need to track jobs, to track families. And we're going to lose them when we've got a mountain of trash as high as Montage Mountain that is what people think of when they think of our area. The reputation, you can't come back from that. You
just can't.

I feel -- I'm not even building a house right now because I want to know what is going to happen here. I could smell the landfill over 4 miles away. Those birds coat the lake I live at which is a big part of the reason I came home. And that's what's happening here.

And I do want to speak to something in the contract which I vehemently think we should not vote on tonight because I think there's a lot of work that the contract needs. And one of the things, you know, we have been working on as a group of us Friends of Lackawanna as many of you are here are Friends of Lackawanna for a long time.

And we shared with the Council the zoning was something we wanted to have in our back pocket because we felt that landfill can be a structure and that we could fight the height based on that structure. And that was not in the last agreement.

And somehow it's shown up in this one which means somehow that was confided with -- that got passed onto the owner of the
landfill to Mr. DeNaples. And, you know, that is an incredible loss for us.

And that in no way should be in this contract. You know, I feel a little bit -- I feel a little bit like we were -- our trust had been --

MR. VERRASTRO: I'm sorry, I don't mean to interrupt you. But why that is up in here is because your group put an article in that that's what you were going to go after to fight for it. So then we had to argue with him for language and tried to put that clause --

MS. DEMPSEY: Okay, so fair enough.

MR. VERRASTRO: Your trust wasn't passed on by us.

MS. DEMPSEY: Let's assume that he heard it about somewhere else. Let's do that.

MR. VERRASTRO: No, I only -- because of the way you said it. That didn't come from us. That came from a news report that you guys put in the paper.

MS. DEMPSEY: Okay. So let's assume it came from somewhere else. So what did we get in return for that? You know, there's a negotiation that happens here. It's a two-way
street. You ask for something. We get something in return. And I didn't see anything coming back to us in return for that.

So, you know, I think that is an important thing too. So essentially I really am moved --

MR. NARDOZZI: Michele, you're at six.

MS. DEMPSEY: Yes, thank you. So I will just close in saying the image of our area, the beauty of our natural resources, the loss of our tax base, the loss of the demographic and the people we want living here, it's all tied to this landfill expansion and stopping it.

And so again, in terms of this agreement I vehemently again please --reiterate please do not vote on this tonight. And please let's continue with this fight against the expansion of the landfill. Thank you very much.

MS. SPANISH: Katharn Spanish, Swinick Drive, Dunmore. I would like to go to just a couple pieces of the actual contract and perhaps somewhat more of a dialogue than just a
statement.

The contract currently has no term. It says for the life of the landfill. It doesn't say at end of Phase II or the end of Phase III. It says for the life of the landfill. I would just like to know why that particular language was put into the contract?

MR. MCHALE: Bill?

MR. VERRASTRO: Bill, that's the second time it kind of came up. Do you want to --

ATTY. JONES: With regard to the agreement you could write them in various means. This particular draft we furnished had that language in it. What we have to mitigate that -- and obviously that's with the -- when a landfill is negotiating a host agreement, I don't know what was negotiated in 1999.

But with regard to this, they are allowed to negotiate and they do negotiate on taking waste from the host municipality and what's the rate they're going to charge you. They are the two items that they negotiate on. Now, anything other than those two items in a host agreement are items that
you can propose or go back and forth with. But when a landfill is dealing with it, they'll quite frankly -- anybody here could take a look at it. They're going to say, okay, we'll make space for your waste. And we'll negotiate with you on what we're going to charge you to put your waste in there.

They're the two items. So that's where you start. With regard to the life of it was there dialogue on that, sure there was. There was before September and there was dialogue after September. That's why I put in there the one section and I described it to you that generally a permit goes -- not the landfill area that goes with it but the permit.

Permits generally go for a ten year time period. I have negotiated other ones that do have timelines in them. Generally it's the landfill that wants it for a particular timeline because if the regulations or statutes don't change, they want the ability to come back after a certain time period to say, okay, we'll make space for you. We'll negotiate how much you're going to charge for.

So you look at it from those two
particular areas. What we have placed in there and a lot of it deals with DEP and how they deal with the regulations is what goes on after the 10 year period. In this case, we'll see how long the term is for DEP. And that's subject to the DEP hearings that I imagine everyone will participate in.

But that's the bulk of the concern the longevity of it for a municipality, some of them want it. I had it where the terms have been shorter. And I've had concerns of the municipality that they don't want renegotiation or lose that ability so there's continuation language that says it can't terminate unless there's proper notifications that go out.

So that's the one item and not to revisit something else. With regard to -- and I'm not sure how any of the language came out with regard to zoning, all they're asking for and all of this agreement talks about, it doesn't talk about structure whatsoever.

That's subject various cases that quite a few people are aware of that Commonwealth came out with, the Tri-County cases that deal what's a structure, is a
landfill a structure. That particular
ordinance had restrictions on structures, etc.

All this agreement says is the
Borough can raise any concerns it wants
with -- to Keystone. It doesn't restrict or
say that the Borough says what is a structure
whatsoever. It doesn't mean a landowner
couldn't ask for that.

All this says is a landfill a
building. That's what they're going to make an
application for. Is it a building? It doesn't
get to the issue of is it a structure, you
know, necessarily. Maybe they have a different
position on it.

But building is defined in your
ordinance, something with a roof on it. So
that's one of the items. I'm not sure how it
came out, Mrs. Dempsey. But, you know, I know
the language is fairly exact as to what it
says.

It says they're going to make
applications and is a landfill a building. And
that's under your Article 3. And there are
other articles that come into it. I have seen
your definitional sections, articles four and
eleven how they get into that.

But here the municipality is saying you have your rights, which they do. You don't even need to put that into an agreement. They have those rights now. They could come in and ask. This just provides -- actually it provides whatever type of regress if somebody takes a different opinion on it, there's statutes that deal with how that gets regressed whether it's a building or it's not a building.

Some people would say the Borough deliberately put that in there to provide regress for anybody that wants to go down that avenue. You know, it's -- there's a whole body of law on that as to interpretation.

So did the Borough -- is that there, sure it is. It is a landfill a building? Is it something that has a roof? Forget about structure. That's not what's in there. So they are items that will come out. And anybody that wants regress, there's regress under the statutes for that. So maybe that's something they didn't want in. But it's there.

But as for the life of it, they go -- there's advantages to a municipality with
it. That's what this agreement has. And that's what the Council is looking at. It also has language in there that's reflective of the state statute that it says they generally go for ten years. I know what Pat says. And there's no hiding the pea or trying to do it or anything else with it because everybody can just read the state law.

It goes -- you can extend for longer periods of time. We'll see what DEP does. But extended time periods are generally something they don't indulge themselves in. Ten years, could you go a little longer, sure. I'm not saying for a whole area.

There's other landfills in this particular county that are on a very large basis hundreds of acres similar to this one. Doesn't mean the permitted area where they're taking the waste goes. That's a process. That process is not in here implicitly and I think Mr. Perry hit on it.

Could that be part of their application, sure. It has value. And a lot of the what group has in this particular group you did a valuable service for your community, not
only bringing those points up to the Council, it made the process somewhat easier, you know, people are aware of your concerns. And they do have value. And the value is reflected in here.

MS. SPANISH: Does Keystone have the ability to transfer this agreement to a successor or assignee without Dunmore Council's approval?

ATTY. JONES: Sure. They always had that right.

MS. SPANISH: Is that something that perhaps we could have put language in that should they choose to assign or sell it to somebody else that we could have the opportunity to review the agreement and renegotiate?

ATTY. JONES: What you can do under the -- whatever the regulations allow with regard to transferring and public input that DEP would take on that you still have. That wasn't waived. It's all in here. You have a full reservation of all your rights.

So whatever rights you had with those -- I've had other municipalities that go
even within the ten year time periods and they
go back and they ask for it. I can't say that
they were successful in it. But you could
always go back and ask the landfill at
different times.

You look for triggering events.
Would that be a triggering event, sure. For
whatever tangible or intangible reasons,
lawyers go back, communities go back, community
groups go back. And I'm sure that if that type
of transfer came in there would be dialogue on
it. What the statute and what the regulations
would be at that time, I don't know.

MS. SPANISH: I think that you guys
are very well aware of it. We are part of the
Friends of Lackawanna and many of our concerns
resolve around the health and environmental
impacts that a landfill has to the surrounding
areas, not just the Borough of Dunmore, but
Throop, the valley, etc.

And so I was curious whether or not
prior to finalizing this agreement if we had an
environmental attorney someone who specializes
in environmental law specifically review this
to make sure that it is protecting our health,
wellness, and environment.

MR. MCHALE: Bill?

ATTY. JONES: With regard to -- and the only thing that I could take a look at is in your '99 -- first off, the state has its regulations. And they are going to deal with the health and safety impacts.

You're role or the Council's role is somewhat limited. That being said, there's a reaffirmation of the 1999 agreement while some of the speakers brought out some of the fiscal downfalls of it, it does require the municipality to adhere to the health and safety and to operate that in conformance with the laws.

So that's where it is. And there's another reaffirmation for that. And this provides an ability for the Council at any time to take those concerns to vote the landfill into any regulatory body. Additionally under the '99 agreement it sets forth you could go to mediation. You could also bring a lawsuit on those particular concerns. So that's where it's addressed.

MS. SPANISH: I think as part of the
Friends of Lackawanna we made it widely known that part of our pledge to the community is that we would consult with environmental attorneys and experts to guide us on this path but with regard to the fee agreement and also with the expansion that will be reviewed by the DEP.

As part of that, we asked our Attorney Jordan Yeager who is part of Curtin & Heefner down in Doylestown, Pennsylvania who we vetted very closely and there is no conflict of interest there at all that applies to the landfill.

We asked for his opinion on the fee agreement. With that he has written a letter. And I would like to read it to the Council tonight and to everyone in attendance. Pat is passing out copies to the Council. We also have not as many copies for everyone in the room which is why I will read it.

But we can -- it will be on the minutes for anyone who would like to review it afterwards.

Dear Council members, we understand the Council is considering a new version of a
proposed host municipality agreement with Keystone Sanitary Landfill. Based on a preliminary review of the draft agreement, Council should have significant concerns about entering into such an agreement.

First, the Borough should recognize its duties under Article 1, Section 27 of the Pennsylvania Constitution which declares that people have a right to clean air, pure water, and to the preservation of the natural, scenic, historic, and aesthetic values of the environment.

Pennsylvania's public natural resources are the common property of all the people including generations yet to come. As trustee of these resources, the Commonwealth shall conserve and maintain them for the benefit of all the people.

The Pennsylvania Supreme Court's recent decision clarified all branches of government including local municipalities have an obligation to act as trustee of the people's public natural resources and to respect the individual environmental rights of citizens.

As part of this constitutional
mandate, all government officials are prohibited from taking any action that would infringe on the individual environmental rights of citizens.

The Borough has a duty to refrain from permitting or encouraging the degradation, diminution and depletion of public natural resources whether such degradation, diminution, or depletion would occur through direct state action or indirectly example because of the government's failure to restrain actions of private parties.

Further, the Borough must not act without first analyzing the environmental impact of its actions and then may not move forward if such action would cause unreasonable, actual, or likely degradation of our constitutionally protected natural resources.

What the Borough would be doing by entering into this agreement is facilitating Keystone's drive for uncontrolled expansion. The landfill's leachate system has repeatedly failed. The facilitating expansion and without -- by facilitating expansion and
without assessing its impact on present and future generations, the Borough would be violating its obligation under the Pennsylvania Constitution.

How will such action by Borough Council look in retrospect if a landslide occurs on the site or if continued leachate contamination poisons the region's nearby backup reservoir.

In addition to existing leachate problems which could worsen with expansion and more leachate to manage, the increased height means more potential for the landfill to collapse and more potential for litter and odor to blow into the surrounding community.

These environmental concerns are heighten by the fact that Keystone has been accepting increasing amounts of shale gas drilling waste.

Further, throughout the entire process Keystone has apparently sought to mislead the Borough and the community at large about the landfill's remaining capacity and lifespan. As recently as 2011, Keystone representatives told the public that the
landfill had approximately 17 to 18 years of capacity remaining.

Now a mere three years later, Keystone is claiming that it has only five years remaining. The fact that there is no true capacity crisis is reflective of the fact that there have been continuing decreases and amount of municipal waste in need of disposal.

Connected to this contradiction about the landfill capacity is Keystone's argument that the region needs to expand this facility to serve the region's future disposal needs.

In fact, in that same 2011 article, it was noted that Keystone only receives about 16 percent of its waste from Lackawanna County while almost half of the waste comes from New York. If Keystone were really concerned about serving the local community, it would not be giving up local capacity to out-of-state trash haulers.

The proposed host agreement risks making the Borough a dumping ground for the shale gas industry and for other states for decades to come and home to Mount Trashmore. A
landfill taller than the tallest building in
the region the Borough will certainly not be
fostering economic development or protecting
property values.

The agreement has no limit on the
time period in which it is operative and no bar
to the agreement being transferred to a
different entity. At an absolute minimum any
agreement should be limited to the life of the
current permit and the current owner and
operator and it should be subject to
renegotiation with any permit renewal or
modification.

Without such limiting scope, the
Borough is not in a position to calculate what
an appropriate value would be. For example,
with a vertical expansion comes significant
additional risks, including potential for
landslides.

The increasing height of the
landfill requires gas and leachate collection
systems and other infrastructure to hold the
trash in place while Keystone keeps something
more on the site. If these are not properly
done and/or the trash pile has structural
failure of some kind, the results can be
disastrous to the health and safety.

The proposed agreement also seeks to
exempt the landfill from height restrictions in
the Borough Zoning Ordinance despite the fact
that all other citizens of the Borough must
comply with those restrictions.

Height restrictions help maintain
the character of zoning districts in the
Borough including where Keystone operates. Any
other business seeking to expand in the
Borough, would have to go through the proper
procedures and abide by limitations in the
zoning ordinance.

Any effort by the Borough to give
Keystone special treatment and carve out a
zoning exemption would be improper and would
expose the Borough to a challenge under the
municipality's planning code and Pennsylvania
Constitution.

Overall, the agreement ignores the
present problems with landfill, ignores
significant risks expansion proposes to the
Borough and to the health, safety, quality of
life of its citizens and gives the landfill
special treatment that does not deserve.

We respectfully suggest that the Council should at a minimum table this agreement. Sincerely, Jordan B. Yeager.

MR. KELLY: Tom Kelly, I live on Swinick Drive which is the Swinick Development which as we all know is probably the closest housing to the landfill. In recent years, it's been pretty disturbing the smells that have been coming from the landfill.

It seems to come and go. But there is clearly an issue. You have to wonder what's in that. What's causing that smell? What affects is that having on us on our health? We don't seem to know the answer to any of those questions at this point.

Furthermore, initially it seemed a couple weeks ago or maybe even a couple months ago that at least five Council members were of the mind that the landfill expansion is not a good thing. Now, it seems to just have come down to a dollars and cents issue.

Speaking to the first part, clearly having a landfill and this expansion is not what anybody living in Dunmore bargained for or
that moved to the Swinick Development or built
a house there.

No one expected it would be the
tallest structure in Lackawanna County. It's
unfair to residents that live there and all of
Dunmore and all of the region to continue with
the expansion. Healthwise, I mean, that's
strictly from a health perspective and property
value perspective.

If you want to talk about the
dollars and cents of it since it was brought up
by Attorney Perry, he posed the question what
is the average fee paid in the State of
Pennsylvania -- host fee.

I have here a research by Bucknell
University from 2009. For private landfills in
Pennsylvania pay an average -- average host fee
of $4.05 per ton. That's 10 times more than we
currently get, okay?

Secondly, as we all sat here and
critiqued the -- I believe everyone on current
Council has also stated that the previous deal
is laughable at best. An inflation calculator
shows that $1.40 50 years from now is worth 32
cents today.
So this is actually a worse deal than we're under right now, okay? I don't know what else to say. As far as the deal goes, I'm involved in a business. I'm a controller. I have been a pivotal part of dozens of multimillion dollar contract and negotiations.

If this was ever put on my table I would laugh. I would seriously laugh at the person presenting it to me. This is so one sided and skewed it's not even worthy of even -- it's not worthy of having this meeting tonight.

It insults our intelligence to think this is something that we're considering signing. So it's completely doing us a disservice to even have this meeting to even be considering voting on it in my opinion.

I mean, if -- you know, to have a contract that's future term use is worth less than it is today and to have a contract that goes with no end date, I don't know what to say about anybody would sign that other than it's, you know, it's a very unwise move. And I think we all realize that.

And you seem to be reflective of
that in your previous comments of the previous contract. So I urge Council to if they are going to vote on it, vote no. Otherwise, I would urge Council to table this until negotiations throw out a much better and favorable contract for the citizens of Dunmore. Thank you.

MR. KRANICK: Good evening, Council, Francis Kranick, 227 Chestnut Street. A couple questions on the agreement if you can humor me for a minute. Is there a difference between an agreement and a contract in this -- for argument sake?

Are they both legally binding to the same effect? And if so, why would it be an agreement and not a contract or vice versa?

MR. MCHALE: Any of you guys?

ATTY. JONES: It's referred to as an agreement. It allows under the statute and regulations for the municipality and the landfill to enter into an agreement. And in this case, it would be something that at least the municipality takes the position that there's consideration for so they have legal rights as to it.
MR. KRANICK: Okay. Second question is, why was the Dunmore School District brought into this and why are they listed in the agreement where they were not listed before? We pay taxes to the Dunmore School District supposedly to sustain it. And I was wondering why that language entered into the contract or in the agreement?

MR. VERRASTRO: To get an extra hundred thousand dollars a year for the taxpayers.

MR. KRANICK: Geared towards the school district though -- a public school district.

MR. VERRASTRO: Yes.

MR. KRANICK: Okay, last question. The landfill is the landfill. It's not a Dunmore landfill. It's not a Throop landfill. It's the Keystone landfill. 60 percent of it is in Throop, 40 percent is in Dunmore. Have you as Councilmen reached out to your counterparts in Throop to discuss any of this because we can be discussing 40 percent of the landfill. And they could be discussing 60 percent.
And if we're not in agreement, what's the point of having a line drawn through the landfill saying that's Throop's garbage and this is our garbage is higher because we chose not to accept the agreement or we chose to not accept Phase III where they do.

A line going across a landfill doesn't make much sense. It's still the same smell. It's still basically the same landfill although theirs might be higher. Is there any reason that you cannot approach the folks in Throop and maybe on the same playing field or on the same drawing board?

MR. BURKE: I personally tried to reach Council President. He only once answered my phone call, never returned a call again. I went to one of the Council meetings. And he had other obligations after the meeting. He couldn't speak. That's as far as I got.

MR. KRALICK: So there is the distinct possibility that they are going to give Phase III a green light.

MR. MCHALE: In the argument that's being made here tonight and a valid one don't get me wrong, what you're talking about they
have an agreement. It goes on forever. We don't.

So, you know, yes, we're getting painted in the picture that this fee agreement will become part of the harms and benefits. It's a valid point and agree to. They already did. Theirs is already in there. They have the $2 plus one cent -- one percent every five years which comes to about a cent or two. I think 3 cents every 10.

So that is how theirs is going. That's their inflation over however long it's open, 5, 10, 15, 20, 50.

MR. KRANICK: So it's basically again 60/40.

MR. MCHALE: They have an agreement though. So in the argument that if this agreement passes, we are implicitly giving okay to Phase III which, you know, as Bill says we looked at as a 10 year agreement right or wrong. They already have.

MR. KRANICK: So is there a possibility that -- is there really a possibility that that landfill could be increased on the Throop side and not on the
Dunmore side?

MR. VERRASTRO: Absolutely. That's why we're trying to get what we can get.

MR. MCHALE: Exactly.

MR. VERRASTRO: It's only moving it a quarter a mile or a half a mile down the road. It doesn't benefit us to not try to get whatever money we can while we still can.

MR. BURKE: We would still get the same 41 cents if it did increase on their side.

MR. MCHALE: That's true.

MR. BURKE: And if the state ever did which I asked Senator Blake tonight at the meeting if he would try to go through his colleagues and try to increase the host municipality fee that hasn't been increased since 1988.

We're still getting the same money. That's across the state. Pennsylvania is the garbage capital of the country. We have more landfills than any other state in the country. I said he should have a lot of support just because of that.

He said he will do everything he could to help us in the situation. But we
would still get that 41 cents.

MR. VERRASTRO: As long as we still have a landfill in Dunmore.

MR. BURKE: No, we still get the 41 cents no matter what.

MR. KRANICK: Okay. Thank you very much.

MR. MCHAILE: Thank you.

MS. CLARK: Kristen Clark, Jefferson Avenue, Dunmore. First of all, I want to thank you, Mr. Jones. You have been extremely helpful in helping us understand the agreement. And I'm thrilled that you are here to kind of help us through this.

I want to thank everyone that spoke tonight, especially Mark Perry. And I would like a motion -- I can't make a motion, can I?

MR. NARDOZZI: No.

MS. CLARK: But one of the most respected attorneys in Scranton speaks on our behalf and helps with an agreement, I would love if you could not be limited to five minutes. But that's just me. I understand the Borough. I'm not here to antagonize you guys. I know you are sick of seeing my face and all
of that. You are. I know you are, Sal.

MR. VERRASTRO: No, I'm not.

MS. CLARK: But I'm here to do anything I can for the Borough to give my perspective on the agreement. I'm here for four reasons. They're my four kids. So that is why I'm here. That's why I'm fighting. That's why I'm spending my Thursday night at another Council meeting instead at home in my sweats.

So I do have a question for you, Mr. Jones, that I'm sure you can help me with. One of my thoughts is -- and I don't know if you maybe mentioned this at the beginning of the agreement. But what are your thoughts on the agreement? What are your recommendations? Do you think it's a good agreement for Dunmore? Do you think we should sign it?

ATTY. JONES: I don't make policy decisions for any of my clients but take the circumstances and the facts that are given to me, I deal with them to try to maximize the benefit under the circumstances for the client. So I'm sure you could all appreciate that type of position. And with regard to
policy I don't make it and --

MS. CLARK: Are you advising us though on whether or not --

ATTY. JONES: Can I advise you with regard to -- the Council with regard to monies and to take proposals back and to try to ensure that there are reservations to the maximum amount you can get into an agreement, which there is dialogue that you can still go forward with any of the concerns that you have environmentally, yes. That's there.

With regard to monies, I've negotiated agreements that have more. I have seen other agreements that have substantially more. If you go down to Tullytown, there's a lot of money there that goes with it. Different type of circumstance because of -- that's one of the waste management sites. And the facts of that one are completely different than this.

They didn't give that of some of their other landfills. So you look at each one and look at the bargaining position of the two parties that you try to get with. I examined your 1999 one. And I see where somebody
reserved out some nice environmental rights for you.

It didn't maximize the money side of it. But I do understand through time whatever that amount is that there were other benefits for it. So I prefer to have those quantified within an agreement.

As to what that amount is, that's part of the negotiation. But what this does is it changes it from the largest which I'm sure is appreciated by a municipality. That means somebody is giving you something as opposed to you dictate or your elected officials dictate what you -- the amount of money that you have what you're going to do with the money.

And that empowers you to an extent. And that's -- is there a benefit to that rather than going with your previous agreements which, you know, there's some benefits there, sure. The landfill has to operate. But you are relying environmentally upon the state to do its job. You are.

And you don't have resources that the state has. You know, you can supplement it. And I have. I've brought in experts from
all different phases. I've flown them in from Europe on environmental issues in this county.

    So, you know, are they pursued aggressively when they're identified, sure. Does this provide at least a means for you to do this over the 1999 agreement monetarily, it does. It provides an avenue for you to have the benefit for obviously harms -- articulated harms that come in.

    So you have control over a purse of money that you didn't have before to raise any particular concerns that you have. Are there advantages to that, sure. Are you asking somebody for the money to go pursue it, no. You've already identified a certain sum of money.

    It if gets approved, the money comes in quicker. You could use it for whatever purposes you want, environmentally to study it and that's the whole process that they're going to go through with regard to their expansion.

    This is not contingent upon that. This goes forward. You get the money. Let's assume they don't get it. You're still going to get the money for the remaining life that
they have, whether it's five, six years, whatever it's drawn out.

So are there advantages in this that you now control funds that maybe they're the same that you did. I don't know. Somebody brought that out before was it ever quantified, I don't know that. But this way you decide what you're going to do with your own funds.

And you could use them as you see fit for those purposes. Do I think that there's an advantage to that, sure. Have I seen other ones that have -- it's a small county. Everybody reads about it.

Are there other advantages that other agreements have, sure there are. And a lot of it comes down to whether you have an entity that you can dialogue on those particular points and get movement.

If you're not getting any further movement, could you get more, could you get less? That's part of the process. This way you have a sum of money that you now have control over. Is it substantial? It's substantial today. Are there escalators in there, yeah.
Are they reflective of other escalators of other agreements or other ones that I have gone with, the answer is no. Does that mean that they aren't revisited through time, sure they are. But at least this is getting you to address concerns right now with funds that you did not have before.

MS. CLARK: How would we revisit them under this agreement?

ATTY. JONES: How do you do it?

MS. CLARK: How do we revisit them here? There's no amendment provision in here or a termination provision.

ATTY. JONES: No, there is not. I addressed that earlier. Some municipalities have that, other municipalities do not.

MS. CLARK: Did we try to get it?

ATTY. JONES: As a -- that doesn't mean it wasn't tried. As a practical point, you have certain triggering events that come out through the permit process. I don't know what ultimately the time period that's going to go on this.

But do I think that other entities come or even this entity would come and revisit
depending on what triggering event would come in, they do. Sometimes all they'll do is dialogue on those two points. Here's the landfill. We have space. What do you want to pay?

That's always their first point.

Do I think that there's advantages and disadvantages to not having a time period, there are. I have represented communities where there are time periods that are built into them.

I have seen in other communities where they're not and they appear to be. But I'll see how that plays out -- satisfied with it because they don't want to go below that particular amount. It all comes through a process. Who knows what it is?

Other landfills have it and they get substantially more on the basis of it. They don't get the same money that you get even after 41 cents because that's just a business of a landfill where it goes. A lot of them you could say, well, yeah, on paper it looks better.

But you look at the net amounts that
they get substantially less, you know? Is that
good or bad? Could be.

MS. CLARK: Okay. Thank you. So I
think that my recommendation and what I would
ask the Council to do again is to table the
agreement. There are a couple things in there
that are -- that I think are worth looking
into.

One of them is that there's no
definition. It's just a vague kind of -- the
word is not defined. Borough is not defined.
It says Dunmore up above and then references
the Borough all the time. The other thing that
is not defined is landfill.

Like, what if they expand? We
talked about that originally if they
horizontally expand. Can you put in there, you
know, the actual property that they have now?
Landfill is not defined. The word landfill is
not defined.

The other thing was on the pages
where it discussed the fees, it says that they
agree that the fee will not be reduced below
that amount at any time regardless of any other
state act or decision or order. But if it says
that, shouldn't it also say that the parties agree in that in the event that the host fee under the statute is increased that Dunmore would participate in the increase as well?

I think because it explicitly states the decrease, it should say that. We have gone over this before. And I don't think anyone in this room can reiterate enough. When there's an agreement that doesn't end at the end of Phase II, there's an implicit approval of the Phase III expansion.

We have gone over it in the past I don't know how many meetings. The DEP is going to rely heavily on the host municipality's approval or disapproval of the Phase III expansion. And by signing this agreement, we're basically saying that we're okay with it because there's an implicit approval of it.

I think everyone here is concerned about that. That's why we're all sitting here in this room that's 90 degrees. The other thing that I just wanted to raise is that the district is now brought into it. And I understand that. And that's going to be great for the school district. But the paragraphs
about the district are very vague.

And the district is not a party. Is there a reason why the district is not a party to this agreement?

MR. MCHALE: Bill.

ATTY. JONES: This is an agreement under the regulations with the municipality. There are in other municipalities other third party rights and one that was negotiated it goes to a separate entity which was a volunteer fire company.

The funds still come to the Borough as the conduit because this is the type of agreement that leads to it. That doesn't mean the other entities can't approach and enter into their own agreements that they have.

But this was a vehicle under which your school district and your Borough are the same taxpayers. This came in as a way of getting a hundred thousand dollars more for the same taxpayers in an area that obviously is for education.

So of the arguments that deal with that are nutrition. You have in your school district a large segment that are supplemented
with regard to nutrition. That's in there.
You are known for your educational prowess.
Does this assist somewhat in it, sure it does.
And it identifies those particular areas. That's, you know, you have that coming into it. Why did it come through this vehicle?
Because the law allows the municipality and the landfill to sit down and the land -- the municipality can identify other third party groups to come into it.

If they can get a school district and also place them into it, they can place in other nonprofit organizations or volunteer fire companies in that instance. So we have -- that's why it's in this particular one. It wasn't for any other particular reason of maximizing the monies for the taxpayer. And this was another vehicle to get it in. So that's the reason for it.

MS. CLARK: Mike, who pays for the district's garbage right now?

MR. MCHALE: The district.

MR. VERRASTRO: The district.

MS. CLARK: So how much do they pay normally?
MR. MCHALE: 900 and some dollars a month.

MS. CLARK: A month? And do they normally exceed 22 tons per week?

MR. MCHALE: No.

MR. NARDOZZI: Not even close.

MS. CLARK: They do not exceed it. And who gets rid of it?

MR. MCHALE: They do privately.

MS. CLARK: The Borough vehicle or a district owned vehicle?

MR. MCHALE: No. Privately. This doesn't say -- this is going to be negotiated if, in fact, that ever happens. That could be several years down the road. They're under contract right now with a private hauler. This was put in as additional benefit in case those fees do go up that our Borough truck can go down because we do dump for free in this agreement that Borough trucks can pick it up. That would be a negotiation between the Borough and the school district.

MS. CLARK: Okay. It's just that the district is actually there are obligations in here for the district. Normally they are a
party to an agreement that's obligated them to
do things. That's why I didn't know --

    MR. MCHALE: I understand.

    MS. CLARK: -- they were a part of it. And the other thing is, for some reason
the district it says that you'll revisit --
they'll revisit that in 10 years the
contribution to the district. But they won't
revisit our fees in 10 years. Is that correct?
And why is that? Why isn't the whole agreement
revisited in 10 years?

    MR. VERRASTRO: We tried and that's what we got.

    MR. MCHALE: And it's part of --
Bill, I don't want to cut you off but --

    ATTY. JONES: That was the answer.

    MR. MCHALE: It's part of the 10
year cycle of the landfill agreement. We were
told that at the end of that -- once the 10
year permit expires that we do have the
opportunity.

    And quite honestly DEP -- DEP
regulations says we can negotiate at any time.
So since 1999 literally nothing has been done.
I shouldn't say that, not for lack of effort.
Nothing has been accomplished. So -- but we can.

MS. CLARK: What makes signing this agreement going to change that?

MR. MCHALE: Well, I think that -- I'll speak personally despite the laughter, I'll speak personally that, you know, I think now is exactly what you're saying. Of course he goes down there, probably gets laughed at at the 41 cents.

Having said that, I question whether 3 billion dollars worth of benefits that he has listed outside of our agreement -- will this agreement have any effect, yes, probably. I'm not naive to say no. But 3 billion we still get 41 cents.

What's the probability of this to get passed? I don't know if I want to -- in my personal opinion not speaking for Council, it's a tough gamble to make with a lot of money out there with -- outstanding for this town. That's where I struggle. Yes, I have environmental concerns.

I was one of the forefront to say that that was the problem there. When I read
the agreement the harms and benefits, my
benefits, okay, there's 3 billion dollars
outside of this. Where I had the problem was
the harms.

    How do you quantify what they are
going to do up there? That's where my concerns
were.

    MS. CLARK: Don't you see what we're
trying to say here?

    MR. MCHALE: I absolutely see what
you're trying to say. And I think I've agreed
with you more than I agree with my wife.

    MS. CLARK: Our concern is this
agreement is signing an agreement I guess is,
you know, that doesn't stop after Phase II. We
said it I don't know how many times. If it
doesn't stop after Phase II, then you're
implicitly approving Phase III and the DEP we
know is going to just --

    MR. MCHALE: And don't take this as
a -- but then implicitly Throop has already
then too.

    MS. CLARK: Yes, but Throop has an
agreement in place.

    MR. MCHALE: Yes.
MS. CLARK: They're not negotiating that.

MR. MCHALE: We missed that opportunity back in the '90s or 2000s.

MS. CLARK: Right. I agree.

MR. MCHALE: I just don't want to make the same mistake twice as well.

MS. CLARK: I understand. I understand. But I do think that this agreement could be worked on. I'm not even taking -- I know other people are going to talk about the financial aspects. But the issue with the district, the issue with who decides how the money is spent by the district? You guys get the money.

So then are you going to decide where the 25,000 is spent? Who's deciding that? Are you going to enter into an agreement with the district? There's just a lot of vagueness right now and just not defining basic words in there. Why are they calling it the Borough when they define it as Dunmore up above.

I just think that -- again, you are probably sick of hearing from me and sick of
hearing about tabling an agreement. But I
recommend tabling it until it's hammered out.
We thought we were going to have an opportunity
where we do a dialogue with you. I'm an
attorney.

There are attorneys in this room.
We want to help for free. We want to help you.
We want to give you our thoughts. That's what
we're trying to do. I just think that maybe
table it. We'll let you know our thoughts.
You could give us feedback on, you know, what
Keystone says and, you know, revisit it in
30 days. So that's all I have to say. Thank
you so much. Again, thank you everyone for
coming. Thank you, Council, for listening to
me.

MR. VERRASTRO: And your points are
very valid. But every time we table this, the
same stuff comes up as far as what we're trying
to do. What you're trying to help us do. All
your advice -- that is why I voted to table it
the first time. I'd like to think that's where
the shift came it got tabled that night because
I was arguing the most to do it that night if
you remember.
MS. CLARK: Right.

MR. VERRASTRO: But what also happened is every time we would have a meeting and we would get close, something would pop up in the paper. Then we have to try to renegotiate what they wanted to add and then we would have try to protect what they were trying to add on our end.

And then you start reading stuff in the paper about the little cartoons and the jokes to insult us for trying to look out the best we can for the Borough. I don't know a person up here that made a comment, give us a couple of air fresheners. But it got a good joke in the paper today, you know? That's embarrassing to my family.

MS. CLARK: Dunmore is a joke right now. The whole Borough is being made a joke. We understand. We sympathize. I know you are taking the brunt of it.

MR. VERRASTRO: But my family and I are taking the brunt for something that was very creative to make fun of me this morning.

UNIDENTIFIED WOMAN: Follow your heart.
MR. VERRASTRO: By following my heart I'm trying to protect this town the best I can, ma'am. I really am. I listened to a lot -- a lot of good points. But the landfill, I always remember it being there from when I was a child.

And I don't mean to knock Mr. and Mrs. Swinick down, they have a beautiful development there. People go and they beg to build -- how many people come and beg to build with you every year?

He got to negotiate his own terms for his land. Across the street yet literally at the time, you have to jump a highway that you hear and look at the landfill. And people beg to be in Dunmore. Things come -- and I'm not arguing. And this isn't you. Please don't take this wrong.

I did not interrupt one person that was speaking, snicker, laugh, joke, or make a comment at you at all. I ask the same for you while I'm sitting here. Like it gets a little ill-perceived, like, we are saying we're going to add another 220 feet in the air from where its existing mound is right now.
But we forget to think about, well, if we wait the five years and let it close, it's -- they get to go another hundred and some before it closes. And that extra mound -- my backyard is 300 feet long. We're talking about a distance of less than my backyard we're allowing them to expand. I'm just putting it into the same terms. I'm not trying to twist it. It's high.

But if you lay 300 feet on the ground and walk it, 300 feet isn't a lot. But when you put the --

MS. CLARK: But it's the health concerns. It's the health concern.

MR. VERRASTRO: And I have those too. I said that.

MS. CLARK: How much pollution is in 300 feet? That's what no one knows. That's why we're all here and we're all afraid.

MR. VERRASTRO: But it's not -- but we're allowing it to go to 220 feet more than it is right now. That difference of the 220 is the expansion. How much is that?

MS. CLARK: 50 years.

MR. VERRASTRO: But it's over a long
time, yes.

MS. CLARK: All right. I'm going to let someone else talk.

MR. VERRASTRO: I'm not degrading any of your points. They are very good points. And I take them with a lot of, like, I put a lot of thought into them as they are being said. But I also have to look at everybody that got up here and made fun of the '99 agreement and the other agreement.

And what is going to happen in 15 or 20 years when people are getting up there and they are talking Sal Verrastro in front of his kids and say what the hell did he put an end date on that for? It was obvious they were going to get the expansion and now we went from getting 2 million a year back down to $650,000 because he put an end date on the contract.

It's a very big decision to make. And there is definitely good and bad points to every one of them. I mean, it's your job to bring up all the bad points to get us to sway. And it's my job to dissect them and see what part of it am I doing to protect what I have to for the time I'm here and for future, you know,
parts of the Borough.

But at what point will it end? They may not get the expansion. I'm hoping that you and this attorney who gave a very good presentation, maybe he could fight it and not get it.

And that's the best of both worlds for me because I got -- if there's 10 years left of that, I got maybe 15 million dollars or 12 million dollars --

MR. MCHALE: Twenty-two.

MR. VERRASTRO: -- over those 10 years. And we had a little bit of time to store it and start to plan it. Right now we have no time to plan anything. And I guarantee you, I've been through this one before. Everybody that's in this room I'm going to say 60 percent of you can probably afford another tax increase.

Scranton's just went up 19 percent. If they didn't get a place to dump garbage, it would be higher. I don't care about Scranton. I do care about Dunmore. If Dunmore doesn't have it, our tax mills would go up 6 or 7 mills every year just to move garbage. It doesn't
seem like a lot.

We put up 12 mills one year. The police had to carry a 60-year-old lady out of here that was screaming wanting to spit on us because we were raising her taxes 12 mills and she couldn't afford to pay last year's. That's a big problem in this area.

We have a lot of people that are on the lower end of the tax base and what they make per year. My household 5 mills isn't going to bother it. It will bother it. I mean to me in my head it bothers me. That's money I'm spending that I shouldn't have to. But I wouldn't have to sell my house for it.

People literally might have to sell their houses. Go look through our tax rolls and see who doesn't pay their taxes, who pays their taxes late. We're talking about maybe knocking 8 or 10 mills off the taxes next year by doing this.

MS. CLARK: It's a long-term issue though. We're all here for a long term health and environmental issues. I know it's easy to focus on the money and the immediate concerns. But this is huge for Dunmore long-term. And
that's why we're here. And that's why we're --

MR. VERRASTRO: There's a hundred
and some jobs or maybe a hundred jobs. Maybe
it's 60 jobs there that will be lost. And we
have to look at all the contractors that are
going to have to find a place for dumpsters
because it's a state law that you get a
dumpster for your job site.

Where are they going to travel to to
dump that? How much are those fees going to
increase? What will that do to them? And the
part that we all have is between Throop already
having it and what's going to happen when you
going to court and you go to fight this and they
start bringing in Jefferson Township and all
these other places that need it to dump and say
I can't afford to dump anywhere else.

The state's really going to start to
lean in their favor. So we're just trying to
protect ourselves for as long as we can with
it. In my mind. That's what I'm doing.

MR. CLARK: I'm going to let someone
else talk.

MR. VERRASTRO: I'm sorry. I agree
with a lot of it. I'm sorry you disagree with
my parts. I do like what you have to say.

MR. BOLUS: What's the lives that could be --

MR. VERRASTRO: Bob, I shouldn't do this. But when you brought your thing up here that night you started it out with I tried to dump this in the landfill and they refused it. So you have a business that you take in toxic stuff and you tried to dump it where you are telling us that you don't want toxic stuff to be dumped.

MR. CLARK: Pat Clark, Jefferson Avenue, Dunmore. First, I went back and read through a bunch of the recent minutes. And it started with it's tough to negotiate with someone who doesn't want anything. We don't know what they want. Why are they negotiating? Well, let's drop the pretenses. Now we all know, right? They are negotiating for Phase III. The minute this term goes past the Phase II, it goes into Phase III and it will be used against -- look at all the comments about the environmental.

In the past we've always said, hey, it's up to DEP for environmental. DEP is going
to point to this agreement and say, no, the Borough is okay with it financially. The Borough is going to point and say it's to DEP for the environmental. That's why this many people are here and care about the environmental aspects of this because this piece of paper is directly connected to the environmental aspects of it. The Borough won't hire an environmental lawyer to look at the contracts. We did. The Borough isn't going to hire professionals to look at the tests that are coming in. We are.

This is crazy the citizens have to do this. This is the biggest issue this Borough will ever have from an environmental standpoint. And putting this out there and pointing the finger at the DEP and saying it's their turn.

It's not their turn. They are going to look at this agreement and say Dunmore is fine. Second issue is economics. Let's talk about the economies for a minute. Tommy Kelly hit it. Mark Perry hit it. It's very clear, right? Sal, what is the total we get from the landfill this year?
MR. VERRASTRO: Off the top of my head it's probably around $800,000 in that area.

MR. CLARK: Right. So the time value of money I'm not going to get into it. People know that a dollar today is worth more than a dollar tomorrow, right? The time value of money of all the money we're going to get in 47 and a half years from now is $680,000.

The time value of per tonnage fee that we're getting and Tommy Kelly hit it, it's 30 some cents. It's actually worse. How we would lock our future generations into a deal that's worse than what we have now and then say maybe we'll negotiate in a couple years.

We have 30 evidence of years -- 30 years of evidence to show they're not going to renegotiate. They've held it over our heads for 30 years. Thirty years saying, that's the deal you got guys. I'm not giving you another nickel but come back to the table if they want something.

And now all of a sudden we've got a chance to negotiate. Maybe we'll do it in a
couple years if the permit goes. Why? They
are not going to. They're not going to do it.
We have 30 years of evidence to show that. The
agreement itself is structured economically.

Mr. Jones, did we structure this
agreement? Attorney Jones?

ATTY. JONES: The amounts?

MR. CLARK: Yes.

ATTY. JONES: They were negotiated
between both the Borough and permittee.

MR. CLARK: Okay, so the structure
of this agreement so everyone is clear, there's
bullet points each year. It gives the state
minimum plus a fixed amount for a total payment
you get. That's the structure of it, right?

But if you go through this agreement
here's how it actually works. Year one, base
amount plus 79 cents, $1.20; year two, base
amount plus 89 cents, $1.30; year three, base
amount plus 1.40 or plus 99 cents, $1.40; four
year, base amount 1.09, $1.50.

The next bullet point down starting
December 1st, 2018. It doesn't give a base
amount. So the structure is always base plus
state mandated minimum. December 18th, the
state mandated minimum is the only thing here.

According to this contract, a payment of December 1st, 2018, is going to be 42 cents. Attorney Jones, is that a reasonable interpretation of those clauses because there is no base structure indicated on the last bullet point starting December 1st, 2018?

ATTY. JONES: With regard to that particular point the parties understand that the base amount is $1.50 on that. Were there prior drafts that base language in there, sure.

MR. CLARK: Right. So the base language is restricted. And it's gone now? Because it goes way. This goes down to 42 cents a ton on December 1st, 2018, clear as this paper says. And you're worried about transfer? They could transfer at any time they want.

They have this paper. What are they going to do? 42 cents on December 1st, 2018. It doesn't define $1.50 per ton as a base amount anywhere in this agreement. All it actually says, here's the 41 cents. We talked about the money. We talked about the future. And we talk about the Council. We talk about
the Borough and the city.

    The tax rate -- the taxes Sal was
talking about, the mills going up, the taxes
are going to go down because there's not going
to be any value left. Nationally here's couple
stats for everyone. Nationally, per garbage
consumption, per garbage per person is going
down.

    Per person recycling per person is
going up. There is a national trend of a less
need for a landfill. Mike, I think you even
hinted at one of our last meetings.

    What is the expansion for? It's not
only to take waste from other areas which we
heard is over 50 or 60 percent. It's to take
waste from a greater area. So our reputation
is this area takes everyone's garbage. Right
now is right here. It's New York, New Jersey,
Pennsylvania.

    This expansion -- because we don't
need more space is just going to grow. And
everyone who tells you, hey, we're going to run
out of space, Alliance is taking 10 percent of
what they can. They are in Taylor. They
welcome -- they welcome to take all the garbage
locally.

They have plenty of capacity. So this argument that we're running out space, arguing that the garbage is there, it doesn't make any sense. The garbage could go to Taylor. The expansion does not do anything beneficial to this area.

The economics don't make sense. The environment doesn't make sense. And I'm asking that you don't become the Council that is referenced in the light of the '99 Council. That's what this agreement will certainly do. I could guarantee it.

We're not going to get a chance to renegotiate. This is a terrible agreement and the inflation and the time value of money of this agreement is laughable. Tommy Kelly said it right. You laugh at it. This is not a fair agreement for us.

But if you're looking for a specific reason to table it, it's because on December 1st, 2018, this goes down to 42 cents per ton.

Thank you.

MS. LYONS: My name is Kelly Lyons. I live on Adams Avenue in Dunmore. And there
are many people here more informed about the health, safety, and financial implications of the contract with the landfill.

I think sadly even with someone as passionate as my really intelligent engaged passionate nephew that brings us to that 42 cents, I don't know that it's going to change the minds of a lot of the Council members.

I am ashamed to say that I cannot identify one of you by name. And I'm ashamed of that. I've sat here all night long and I watched you while the contract was read, while people spoke. And I think I could make a pretty good guess about where you fall on it.

And I see some of you and I see some of you with your backs against the wall. And that's a really tough place to be in. But I think that you wanted to be on Council because you wanted to do something to contribute to your community. So this is your chance. This is your chance.

I am taking the Pollyanna totally naive total long shot here. Do the right thing. This is a bad deal. This is a bad contract. And you all know it. But you're in
tough spot. And I recognize that.

But be the Council that can be -- do something. And it might even be at a personal cost to you. But reach down and find the courage to do this. And put your head on your pillow and say I did something for myself, for my children, for my grandchildren, and for the benefit of my community.

MR. WALSH: Good evening everybody. My name is Jay Walsh. I live on 806 Woodlawn Street in Scranton, PA. I think we need to look at a couple different things. First of all, this is a Commonwealth of Pennsylvania, not the select wealth. That's number one.

Number two, I find both that attorney, I call him legal terrorist and I call Mr. DeNaples an environmental terrorist.

MR. MCHALE: Let's not -- let's not --

MR. WALSH: Wait a second. I'm done with that.

MR. MCHALE: You are.

MR. WALSH: I basically was a victim of Marjol Battery. I started working there when I was 17 years old. And I was highly
MR. MCHALE: We're on a fee agreement here. We can't -- we're not talking about anything but the fee agreement.

ATTY. CUMMINGS: Jay, they're going to call you out of order. You have to address the agreement.

MR. WALSH: The fact of the matter is this is a boondoggle agreement, okay, plain and simple, okay? And if you can't see it, you're blind. What you have up there is a mountain of trash that's toxic. And you're -- it's already toxic by testimony and who knows what goes in -- when it comes up?

Does anybody go through the stuff coming up from New Jersey or New York? No. Okay? They basically unload their trucks. They basically haul it up to the back or whatever and they dump it.

You are not supposed to put oil in but people put oil in their garbage. You're not supposed to put computers, people put computers in their garbage. You're not supposed to put paint cans. They put paint cans in their garbage. So there is a whole
host of things up there.

And I'm in the process of contacting your justice which is an environmental -- they're environmental lawyers who basically need to address this whole issue this is something out of a nightmare.

MR. MCHALE: Thank you. Ladies and gentlemen, can we take a couple minute recess? Our stenographer needs to plug in her machine. So can we take five minutes? Thank you.

(A brief recess was taken.)

MR. MCHALE: Do you have something?

MR. NARDOZZI: Yeah, Mr. Chairman, before we proceed with anyone else, Attorney Jones, Pat Clark brought up a point about the 42 cents that he brought up. I think -- or 41 cents, I'm sorry. Attorney Jones, is there any clarification on that -- the point that he made?

ATTY. JONES: Yes, if you take a look at the particular agreement, the last year that's in there is December 1st, 2017, where it goes up a $1.09 for -- it goes up to a $1.50.
If you go to the next sentence under that it says Keystone will then pay an additional one cent per year.

If you member the prior drafts did have base year. The parties concluded that it was just extraneous verbiage and that this is an additional one so it could go to $1.51.

But I'm all for examples. And that's why you have all of those examples above it. So if it adds anymore clarity or makes it just easier for a lay person to read, I don't have any problem with that whatsoever. You know, it had it in prior drafts. It's explicitly in there now. But it doesn't cost any money to put it there.

MR. HALLINAN: So, Mr. Jones, just explain this to me again because I'm, you know, not as smart as Mr. Clark. Are we or are we not December 1st of 2018 going to get 42 cents -- back down to 42 cents or is that above everything.

ATTY. JONES: No, no. It's says additional. You get an additional one cent per year on top of your 1.50. If you remember in the prior drafts that we had gone over, we had
the -- established that as base years and maybe
that was circulated in the Borough.

But outside of that if you need
clarification on that point just by way of
example, it's not going to change it. It goes
to $1.51. You get the additional cent to pay
an additional one cent per year, you know, from
the prior year which was the -- in that case
1.50 for December 1st, of 2017. That's there.

MR. HALLINAN: Well, thank you,
because, Mr. Clark, you had me just -- I was
going to be your best friend saying what's
going on there?

MR. CLARK: That was my point --
MR. HALLINAN: So it's going to
1.51, not down to 42 cents.

MR. CLARK: Am I allowed back up
there or no?

MR. BURKE: Please.

MR. CLARK: I just want to clarify
that because it was discussion on the point.
The structure of these years is very clearly
the state minimum plus another number. Each
year is delineated one, two, three, four the
state minimum plus a number.
The fifth year December 1st and thereafter, that structure goes away in this contract. So legally if any landfill -- so Keystone or someone that sells it wants to write a check for the state minimum plus one cent, you could not challenge this agreement on the language of this agreement in black and white because there is no base plus a minimum structure.

Attorney Jones, with all due respect, it does not continue the base and it does not build on that 1.50. That's why the years above it are structured base plus an amount. The plan language --

ATTY. JONES: Obviously we disagree on that particular point. There was another example. I do like examples. All these particular examples, I wrote them so there wouldn't be any misunderstanding.

They -- the comment that came back when it was in this particular one where it did actually reference base years they don't need the verbiage. It has additional in there. So it is and while I understand the point you're making, that's not reflective of the language.
It's easily remedied. We'll just put my original language back in there where it will just say after per year from the prior year, base year -- in parenthesis base year $1.50. So that's that. But that's already there. It was in there before.

I had it as an example. In the negotiations they wanted the example out because they believed that the clear language was the other --

UNIDENTIFIED MAN: Verbiage costs nothing --

MR. CLARK: Attorney Jones, the reason I'm trying --

ATTY. JONES: That's why it's easy to put it back in.

MR. NARDOZZI: One at a time, please.

MR. MCHALE: Please, we have a --

MR. VERRASTRO: You have to go up if you want to have a discussion, please.

MR. CLARK: The reason I'm asking for clarification if it is a reasonable read on the plain language of this contract is this contract is for vote tonight. So this contract
is for vote tonight and this contract gets
voted on and this contract is approved, then it
is a very clear -- or very easy to understand
argument that someone is going to say, just
read the black and white print. Don't
interpret anything.

We're sick of interpreting things
with Keystone Landfill. This agreement is not
clean enough on that point. I won't get into
the point of why we're okay with a one cent per
year increase that is less than inflation by a
factor of a hundred. I won't get into the fact
of why are we okay with a structure of this in
the entirety.

Quite frankly I'm trying to figure
out a point for you guys to table this or vote
no on it because I feel like we're all fighting
trying to convince you this a bad idea. We had
to scrape and claw for one or two days and read
everything we've gotten, donate all of our time
for free and respect the time you're all giving
us.

But we give all of our time for free
to make this right. And I feel like everyone
has to argue and fight with you guys about why
this is a bad deal. And you're trying to convince us why it's a good deal.

MR. VERRASTRO: I haven't tried to convince you of anything, Pat. I argue about my points like you argue about your points. But you have your view. And you have your reasons for it. And I agree with an awful lot of them.

But like I told you before, I don't get to put my personal agenda in this. I have to put the agenda of everything into my vote. I have to put it in to make sure that you're safe with our police department. You're protected by our fire department that you have all your streets safe to travel on.

MR. CLARK: And to that point, Mr. Verrastro, I would like to compliment Council you have done a great job balancing the budget.

MR. VERRASTRO: And we have to try to make sure that we do that in the future.

MR. CLARK: And you are without the increased fees. You've done a great job so far. You've done a wonderful job.

MR. VERRASTRO: But we do it at a cost. And we're constantly negotiating it and
we're down six or seven police officers. We're down, you know, what we've done to make these things happen. The unions are starting to bark a little bit about, you know, there's nights we only have three firemen on instead of five.

A lot of days -- and we're trying to remedy all of these things. And we have gotten lucky. And whenever we have -- and it quiets down and then you have a problem like we had on Chestnut Street where there was some fatalities there. Everybody starts to look and, well, how fast did they get there? Was there enough manpower? And it gets scary because, jeez, did we make a decision that might have done this by trying to save money.

MR. CLARK: The landfill is not the way to pay for it. In terms of this agreement my question is, if there's any ambiguity, why vote on it? If there is any interpretation that can be made against the Borough, what's the rush? DEP we've been told is in the first step of at least a year process.

Why are we rushing through this? Why does it feel like we got two days to review this agreement? We were promised an open forum
discussion and it turns into a heated argument with votes. Why can't we take our time with this?

I know the answer is, we're going to lose money each year -- or each month that we don't have this agreement signed. This agreement is so bad in the long-term I'd rather -- I think a lot of people in this room would rather not have any agreement in place at all.

Take the 41 cents, challenge it. And the interpretation from the state is we're going to get 41 cents no matter if they take the -- move the whole landfill down to Throop. Go for it. We'll still get our 41 cents. We're in no worse shape than we are now. You've balanced the budget. You have done a great job. We don't need the more --

MR. VERRASTRO: And I didn't not agree with you yet tonight on that. I didn't vote yet. So you don't know how I'm going vote.

MR. CLARK: I didn't say you were.

MR. VERRASTRO: When people start to give accusations I have to --
MR. CLARK: I'm not accusing anybody.

MR. VERRASTRO: And still they still come. And I'm going to protect myself up here. Some people would rather stay quiet and make sure they don't get in the paper for saying something. I'm going to protect myself up here.

I'm going to protect what I'm trying to do. I'm going to make it -- there's not one selfish thing in here for me. I get nothing out of any of this deal, not one thing except wisecracks towards me for the last month basically.

MR. CLARK: I think everyone in this room understands how much stress you guys are under for this deal. There's no debate there. Everyone knows. You're in the heat of the moment. And Attorney Perry's point is that's the reason. We don't need to be in this pressured situation where it's now, now, now or nothing.

We've been told five times this is the last negotiation. They need your negotiating put in the agreement. Let's be
honest. We don't need to rush through this.
We could take our time and think it through.

MR. VERRASTRO: But when we're
taking our time, I need to ask you to stop
putting your plans in the paper because then
when we have to talk to him --

MR. CLARK: Sir, we're not -- I
don't know who's leaking things to the paper.
But to be clear, the reason some of them make
the paper -- and I get calls for interviews,
sure. Why? Because you're not giving us any
time for private forums. We have to negotiate
in public which is terrible negotiating
strategy Council is undertaking.

MR. VERRASTRO: But we're trying to
do it without bringing it into the public. And
then when people start going to the public
about it, it makes it harder for us to do it.

MR. CLARK: Sal, with all due -- Mr.
Verrastro, with all --

MR. VERRASTRO: Please, call me Sal.

MR. CLARK: Sal, this is a public
meeting. By definition, you are doing it in
public.

MR. VERRASTRO: We bring our points
to the public. Like, I don't want say our ace
in the hole we might not let him get it
through -- you know, you don't blurt out to
everybody that we're going to get our money and
we're going to stop Phase III because I think
we have him on a zoning violation.

Then he wants to put in there, you
know, something with a zoning violation. We
had to fight that it was illegal for us to do
that otherwise it would be in there. That took
like Mr. Jones a week. We can't do that. You
don't think they fought for that that we got a
phone call the day they read that? You're not
going to stop us for zoning violation. We want
it that we get our zoning. Well, that would be
illegal for us to do. So we obviously refused
to do it.

MR. CLARK: We don't have a
comprehensive strategy in place. We go to Mill
Street whenever we get an opportunity to. And
this agreement is reflective of that.

MR. VERRASTRO: No, it's not as
hodgepodge as you think. There's been --
Attorney Jones has done a terrific job with
this since he has taken it over.
MR. CLARK: I agree it's in better hands than we were.

MR. VERRASTRO: And while I'm not going to even -- he's been keeping all of us informed. And he's been doing an awful lot of negotiating for us. And a lot of it gets being spent on language that wasn't in the original one and we have to make it work. And we are doing the best we can with it. And just because we say --

MR. CLARK: Why do we have to make it work?

MR. VERRASTRO: -- because if we don't make it work, we're not going to get an agreement. I'm not saying we have to make it work in their favor. We have to get an agreement. If we don't get an agreement, we're not going to have nothing and there's still going to be a landfill there.

Everybody keeps saying we don't want a landfill there. The day that that landfill closes, that just means we don't take garbage in anymore. Are we in agreement with that? They're not going to pick the garbage that's up there and move it somewhere else.
We're going to deal with that garbage forever. Whatever is there the day that that landfill closes, that garbage is ours forever. We have Mount Trashmore forever. It's already there forever.

MR. CLARK: Would you rather have a one story building or three story building blocking your view?

MR. VERRASTRO: But it's not -- there's a difference between blocking my view and what we have.

MR. CLARK: It's the same analogy, sir.

MR. VERRASTRO: No, we're going to have a landfill there forever. It's there forever, Pat. And you and I know that.

MR. CLARK: The size it is now or quadruple size landfill that's filled with out-of-state garbage.

MR. VERRASTRO: But it there's forever. Are we in agreement on that tomorrow if that landfill closes in five years that landfill is there forever?

MR. CLARK: Probably, yeah.

MR. VERRASTRO: Not probably.
They're not going pick it up and move it.

MR. CLARK: Can we also agree if this expansion goes through it will be X times the size of that filled with more garbage?

MR. VERRASTRO: It's definitely going to be bigger.

MR. CLARK: Okay. That's my point.

MR. VERRASTRO: I'm not trying to make it bigger. I'm trying to get the money I can for what's there.

MR. CLARK: This agreement -- entering into this agreement, we are doing that.

MR. VERRASTRO: That's your opinion. And at some point my opinion will either be with it or against it. But it's not a personal thing.

MR. CLARK: Mr. Jones --

MR. MCHALE: Pat, all due respect if you can --

MR. CLARK: Mr. Jones, you mentioned several times about the finances with this deal. Your choice of language -- just to clarify, you had said you have many agreements that are better than this financial. Have you
ever seen an agreement that is worse than this financial?

ATTY. JONES: Sure.

MR. CLARK: Which one?

ATTY. JONES: 1999.

MR. MCGRATH: Jack McGrath, Monroe Avenue in Dunmore. I have come to two Council meetings in 53 years. And they both have been in the last month. The last one I was insulted and told that I wasn't born when they entered in the last agreement about not having to pay.

Now I just heard Mr. Jones say that it would be implied that it would go to $1.51. Well, it was implied in 1971 that we would never have to pay for garbage. And that now is being hung over our head to the tune of 4 million dollars.

To vote on this proposal as it is tonight is insane because once you sign your names to it we're done. And his lawyers are better than our lawyers. And if you don't think you're going to be paying 42 cents in five years, you're out of your mind.

MR. MCHALE: Anybody else?

MS. QUINN: My name is Sara Quinn.
I live at 1616 Adams Avenue. I have lived in Dunmore. I was born here. I lived here most of my life. The other part of my life I lived in Scranton. As this discussion is occurring tonight, I imagine you sitting up here can almost be looking out to the audience.

What I think you should be seeing is bubbles over the head. There are so many things said here tonight that I have not heard. I tried to watch in the newspaper. I tried to ask people questions.

The young man from Williamsport talking about what is coming to this landfill through the fracking system what's being put there. The man who said how many things are being brought into the landfill that nobody is looking at. The truck comes. It gets dumped.

Now, I realize that is cumbersome. But there's a lot of bulk money in this kind of business that could have those kinds of services to ameliorate those kinds of things. When you hear the discussion about the money, we're not certain about it.

There's so many things that the questions are so open that to vote on something
like this for people who all of you love Dunmore. You lived in Dunmore most of you as I have for most of my life. You love it. You love your neighbors. You love living here.

To think that after you took the oath of office that after hearing what you heard tonight that you could see a vote tonight as honoring that oath really is a question to me. Too many things have come up here. Far too many questions than answers.

Mr. Jones has done a wonderful job. I'm very impressed with his professionalism. But that last answer I wanted to hear, like, yeah, the municipality of such and such that was worse than that year.

But our own 1999 speaks volumes. The other thing that as a taxpayer of Dunmore occurred to me was, someone -- I apologize. I don't remember who said this said the figure of $4.05 is the average. Was that -- we should be saying wait a minute. Why are we underselling ourselves?

MR. VERRASTRO: But with part of that, that's one landfill and that is being split between Throop and us. So we're a little
MS. QUINN: My next point, to think that we're following what Throop did to think that they did everything perfect and everything right and they had all the information? Why are they our guiding star? And if their agreement if perhaps some questions are brought up here, there may be questions asked of them long term saying wait a minute. What did you agree to?

We don't have to determine our Dunmore future buy a decision made in Throop that may not be the best decisions that they're going to have to resist as time passes on. Fifty years from now is a long time. A lot of bad things can happen to Dunmore.

A lot of very bad health issues can arise. How many people do you know in Dunmore that have asthma? There's a very high percentage here. How many cancer victims have we had in Dunmore, Pennsylvania? I have haven't heard a word about those statistics.

But I know from many other people that I'm involved with in the health profession that Dunmore has very high rates. Now why is
that? It's across the whole country. But there's high percentage here.

There's clusters in Dunmore. And if we are not looking at that whole picture, we cannot just look at a $1.51 and argue that in '18. We have to look at the whole thing or we may have homes that can't be sold. People are moving now to protect their children's health.

And we may have a school district that will have so few people in it -- so few students in it that it's not worth even the districts to remain.

So I ask you this needs more discussion. There may be a vote on it long-term and there may be changes. But this needs a lot more discussion. These are people who are interested. These are educated smart people who have loved where they live. Please, let them help you make long-term good decisions. Thank you.

MS. BRIER: Hi, Janet Brier, Monroe Avenue, Dunmore. I just have one quick question. Do you know how much tonnage goes in that today?

MR. MCHALE: They have a permit
7,500 per day, six days a week.

MS. BRIER: They were originally permitted for 4,000.

MR. MCHALE: Five thousand.

MS. BRIER: Yeah, so, that, you know, that -- and I'm just trying to make this point that even if they the get the 50 years, they don't necessarily -- necessarily going to stay. And so, you know, we can be subject to ten times that amount.

MR. MCHALE: True.

MS. BRIER: So I think that is also a reason to table this agreement today until we get some language about the tonnage in the agreement. I think it's a huge point, especially for capacity.

You know, Mr. Verrastro talks about capacity. You know, there's tons of capacity in Taylor. And if we fill up our capacity with everyone else's garbage, we won't have any capacity. I'm begging you to table this tonight. It's a very bad deal for many reasons. And I'm just asking you to table it.

MR. MCHALE: Thank you. Anybody else?
MR. AMICO: Vince Amico, Adams Avenue, Dunmore. First thing I would like to say is I would not want to be you no matter what.

MR. VERRASTRO: Are you sure? I'll trade with you right now.

MR. AMICO: The reason I say that is I'm a teacher in Scranton. I live in Dunmore but I'm a teacher in Scranton. And I work with our district negotiating our newest contract, which I thought was great. But no matter what you do someone is going to complain about it.

So you get a $1.50 a ton and someone will say, why not $1.60. I don't want a mountain of trash, but we need the money. My street is paved. So I wouldn't want be in your shoes. But saying that, the cynical part of me believes -- and I hate to say this, but the cynical part in me believes that, you know, DeNaples has a lot of money.

And, you know, if things move the way I believe they are going to move, we're going to have this mountain one way or the other. You know, you're saying Throop is on board. DEP may or may not be the ultimate say
so and your hands are tied. I get all of that.

With that being said, I believe we should look at all the landfills in the state in the eastern seaboard and see what they get per ton, you know, what the average is compared to the size of our landfill and let's get at least what they get, if not more a ton.

You know, we're reading words he's going to get money for stem, science technology education. That's what I teach. I would love to get more money in my program. But I sure as hell wouldn't sell my soul for it.

Nutrition, everything. This isn't like -- a thing that bothers me about Dunmore, everybody always says how wonderful Mill Street is. We get police cars. We get -- this building is paid for. And we get all of these wonderful things. But if we got more than whatever it is, 42 cents 20 years ago, we wouldn't need free police cars.

We wouldn't need this to be paid for. Our taxes would have covered it. The landfill would have paid for that out of what we deserve not on here's some pittance for you. And that is something that drives me absolutely
crazy about Dunmore that whenever we talk about what we should get, well, you know, the landfill gets us this and we need to balance our budget.

We'll run down to Mill Street and Mill Street will write a check. That's just wrong. And I believe if this is going to go through, let's get more than a dollar or $1.50 or whatever is being offered. And like I said, thank you for your service. I appreciate it.

One question for the attorneys.

What are the odds of this being put on the referendum so the taxpayers can vote on it? Is that a possibility or is that -- just something I'm throwing out there.

ATTY. JONES: No. It's not allowed

MR. AMICO: Not allowed, okay. That was just curiosity. Oh, one more question, last question --

MR. MCHALE: No, that's okay. I want to ask you a question.

MR. AMICO: We pay $150 for garbage tax in Dunmore. Will that go away?

MR. MCHALE: That's all subject to the budget. I mean, obviously we'll look at
reducing a lot of things. That's an easier discussion much easier than this.

MR. AMICO: That's just another thing that drives me crazy.

MR. MCHALE: Yeah, absolutely. I agree.

MR. VERRASTRO: We started one day kind of, you know, you look out and you do your little dream talking when we were doing budget stuff. And that came up. And some people said that this is -- we're going to eliminate it. And I think I might have been the lone wolf.

I said I wanted to keep that and lower the millage more to protect the people that actually own the houses because a lot of tenants pay their own garbage fee.

So I didn't want to take a benefit that should go to a resident of the Borough and give it to somebody -- some that spent money and invested into the infrastructure of buying a house or building. I didn't want to take that away from them by giving it to somebody who is going to live here two years and leave.

So -- and it turned out -- that's a fun discussion for -- that's the fun way to try
to fix our town if we get the money. And it is. But that's I just wanted to give you kind of a preview --

MR. AMICO: You mentioned, Sal, three meetings ago, you know, when you were give your closing statement, you know, you said I challenge you -- I challenge anybody in the room to come up with a way to balance our budget if the landfill -- I don't believe the landfill is going away.

I think that -- whatever the guy's name is -- the gentleman that is the spokesperson for the landfill -- Magnotti. He said the landfill is going to be filled in four years. And I find that extremely hard to believe.

You know, if that was true and Mr. DeNaples cares so much about the valley, than automatically he could stop taking out-of-state garbage and we'd have garbage forever here. But we have an industrial park that's more or less empty.

We have an awesome availability to highways and railroad and we live in a pretty squared away area as far as being close to
Philadelphia, close to New York. We could probably come up with some, you know, intelligent people in the community to find more ways, you know, more ways to balance our budget than based on garbage.

MR. VERRASTRO: Nobody contacted me, not one person.

MR. AMICO: That's why you have Chamber of Commerce.

MR. VERRASTRO: Chamber of Commerce doesn't figure our budget out.

MR. AMICO: I know they don't figure our budget. There's got to be ways -- again, I find it very difficult to believe that, you know, we can't get any businesses into this valley with our proximity to New York, Philadelphia.

I just -- I hate to say it. The only thing we have as a community going for us is, you know, we have garbage, you know, there's got to be more ways to bring money into our valley than garbage. What it is, I don't know. I'm a shop teacher. I'm not a business person.

I'm sure there's ways. There has to
be. I'm sure if we put it out there, you know, you have obviously people that are interested. You have the Clarks that are going out on their own time to, you know --

MR. VERRASTRO: And they are helping us tremendously.

MR. MCHAILE: They have.

MR. AMICO: I think there's people out there that are willing to help.

MR. VERRASTRO: And it may look like I'm against them. I'm really not.

MR. AMICO: When I go to school after we negotiate a contract, you know, and I've said to you we're going forward. We got a job. Life is great. You'll have a guy that will give me a zinger and say, you didn't get enough for me.

I said, you have a job. It's not good enough. I want more. So you're never going to make -- if there's 200 people in this room, you're going to make 150 of them mad no matter what you decide. So I wouldn't want to be you.

But I also want to make sure that when I put my head on my pillow at the end of
the night I feel like I did the right thing.
And I'm sure that's what you guys feel. And
that's all.

MR. MCHALE: Thanks.

MR. AMICO: Thank you.

MR. MCHALE: Vince, real quick just
to make a point. It's a point that's driven
with this Council at least for the five years,
four years that I have been on Council. I have
never -- none of us have ever run over to Mill
Street to balance the budget. It had been done
in the past. Don't get me wrong.

MR. AMICO: No, I realize that.

MR. MCHALE: Just so you
understand --

MR. AMICO: I totally get that. But
that's the myth of Dunmore.

MR. MCHALE: No, I agree. Just so
you know it's something we're proud of we kind
of lived off our own means.

MR. AMICO: Sure.

MR. MCHALE: And some of there
police over there will tell you we're about
five or six cops down literally. And there's
stories like that. But again, I'm not saying
landfill money is going to solve all of our ills because, you know, inevitably we'll hire five cops and, oh, you did that because of the landfill.

Well, three of them were budgeted this year but we had to put out a test we couldn't get them in here quick enough. The test still isn't complete. So a lot of factors there. Just so you know that was a bone of contention for me too.

And I know you a long time. I didn't want to run over and beg from anybody. The first year I was on Council, he and I sat in the Borough Building trying to figure out how to make payroll. And we did, barely. But ever since we didn't do that. And this year when we present the budget next Monday, you'll see the real results. Anybody else?

(No response.)

MR. MCHALE: Seeing none, mister -- Gary, do you want to speak so I don't get in trouble?

MR. DUNCAN: No. Thanks.

MR. MCHALE: I mistakenly did not let Gary speak one week. It was totally my
fault and I still feel horrible about that.

He's a great guy. Mr. Cummings.

ATTY. CUMMINGS: Public comment

having commenced and concluded, item number
seven is action, if any, on the host municipal
fee agreement before you this evening.

MR. BURKE: I make a motion we table
this.

MR. MCHALE: I have a motion. Do I
have a second?

MR. DEMPSEY: I'll second the motion
to table.

MR. MCHALE: I have a second. On
the question.

(No response.)

MR. MCHALE: Mr. Cummings, I'd like
a roll call.

MR. VERRASTRO: I'm sorry --

MR. MCHALE: Quickly.

MR. VERRASTRO: I would like to
table it to just try to -- Bill, for the
language that we talked about just to clarify
with that example. I would like to try to get
that put in there. I think that is the main
reason we're uncomfortable -- or one of them
anyway.

ATTY. JONES: Are you saying to put that in the language would be after --

MR. VERRASTRO: After 18 it would be a dollar --

ATTY. JONES: After per year you just put from the prior year and put in parenthesis base year $1.50 cents which it's there now. You want another --

MR. VERRASTRO: We'd like the example with it so that it shows that it's definitely there and there can't be an argument.

MR. MCHALE: Guys, hold on one second.

ATTY. JONES: Do you want me to do that now or --

MR. VERRASTRO: No.

UNIDENTIFIED WOMAN: He seconded it.

MR. VERRASTRO: I'm on the question.

MR. MCHALE: He's on the question.

ATTY. JONES: Sure.

MR. VERRASTRO: Thank you.

ATTY. JONES: It's just putting in what we had in a prior draft.
MR. VERRASTRO: Yes.

ATTY. JONES: It's there now with additional. So I don't see that as being a problem whatsoever.

MR. VERRASTRO: Just so we have it I think I would be more comfortable with it.

MR. MCHALE: Anybody else on the question?

(No response.)

MR. MCHALE: Mr. Cummings, can I have a roll call, please?

ATTY. CUMMINGS: The motion before Council is to table action on -- table the agreement in the action. Mr. Burke.

MR. BURKE: Yes.

ATTY. CUMMINGS: Mr. Dempsey.

MR. DEMPSEY: Yes.

ATTY. CUMMINGS: Mr. Hallinan.

MR. HALLINAN: You know, I'm torn. I know where we stand with the budget. I know health. I know about cancer. And you're right. I mean, what a decision. I'm going to have to vote to table it.

ATTY. CUMMINGS: I take that as a yes, sir.
MR. HALLINAN: Yes, sir.

ATTY. CUMMINGS: Mr. Nardozzi.

MR. NARDOZZI: Yes.

ATTY. CUMMINGS: Mrs. Scrimalli.

MS. SCRIMALLI: Yes.

ATTY. CUMMINGS: Mr. Verrastro.

MR. VERRASTRO: Yes.

ATTY. CUMMINGS: Mr. McHale.

MR. MCHALE: Yes.

ATTY. CUMMINGS: That concludes the business for this evening's meeting.

MR. MCHALE: Can I have a motion to adjourn?

MR. NARDOZZI: I'll make that motion.

MR. MCHALE: Do I have a second?

MR. DEMPSEY: Second.

MR. MCHALE: All in favor?

ALL MEMBERS: Aye.

MR. MCHALE: We're adjourned.
CERTIFICATE

I hereby certify that the proceedings and evidence are contained fully and accurately in the notes taken by me of the above-cause and that this copy is a correct transcript of the same to the best of my ability.

Maria McCool, RPR
Official Court Reporter

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