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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

C O U N C I L M E M B E R S :

MICHAEL MCHALE, President

PAUL NARDOZZI, Vice President

SAL VERRASTRO

TIMOTHY BURKE

CAROL SCRIMALLI

THOMAS HALLINAN

MICHAEL DEMPSEY

THOMAS P. CUMMINGS, Esquire, Solicitor

WILLIAMS JONES, Esquire, Zoning Solicitor

MARIA McCOOL, RPR
OFFICIAL COURT REPORTER

1 (Pledge of Allegiance.)

2

3

4 ATTY. CUMMINGS: Miss Scrimalli.

5 MS. SCRIMALLI: Present.

6 ATTY. CUMMINGS: Mr. Burke.

7 MR. BURKE: Present.

8 ATTY. CUMMINGS: Mr. Verrastro.

9 MR. VERRASTRO: Present.

10 ATTY. CUMMINGS: Mr. Nardozzi.

11 MR. NARDOZZI: Here.

12 ATTY. CUMMINGS: Mr. Hallinan.

13 MR. HALLINAN: Present.

14 ATTY. CUMMINGS: Mr. Dempsey.

15 MR. DEMPSEY: Present.

16 ATTY. CUMMINGS: Mr. McHale.

17 MR. MCHALE: Here.

18 ATTY. CUMMINGS: Ladies and

19 gentlemen, the agenda has been made available.

20 This is a special meeting not following the
21 normal format. Roll call has been completed.

22 You could see on your agenda Mr. McHale is
23 President of Council will introduce the matter.

24 Attorney Bill Jones is here to
25 present a summary of the host municipality fee

1 agreement with the salient points. We will
2 then open the floor for public comment. Public
3 comment I'm informed by Borough Council is
4 limited to five minutes per speaker. Each
5 speaker is allotted one attendance at the
6 podium.

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

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

25 ATTY. JONES: Sure. If I can, I'll

1 go through the points. And I presume everybody
2 has it or they are familiar with it. The first
3 paragraph deals with the amounts of money that
4 are owed by the Borough for tipping fees.

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

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

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

24 The next paragraph deals with the
25 right of the Borough to dump in the Keystone

1 Landfill. They have the right to dump in the
2 Keystone Landfill without any charge or cost.

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

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

16 From December 1st, 2015, you'll get
17 an additional 89 cents for an aggregate of
18 \$1.30 for that particular year. Beginning on
19 December 1st, 2016, it goes up to 99 cents per
20 ton. So that would be \$1.40.

21 Beginning on December 1st, 2017, the
22 sum of the \$1.09 will be in there. So you'll
23 aggregate it out at \$1.50. Beginning on
24 December 1st, 2015, it goes up one cent a year
25 per year on the waste that's deemed acceptable

1 to go into the landfill.

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

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

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

18 So there's always a floor there.
19 Let's hope that it's something that gets
20 exceeded through the state. I realize that
21 there's state laws that would supersede in that
22 particular area. There's also in paragraph
23 number five where the Dunmore School District
24 there's a fee that is going to be paid on a
25 quarterly basis. That will be \$25,000 per

1 quarter. And it begins on December 1st, 2014.

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

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

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

24 They'll have the ability to also put
25 waste in Keystone so as long as it's in their

1 vehicles or in a Borough vehicle that would
2 come out. There's a reaffirmation of rights
3 and obligations under the agreement of 1999.
4 And there's also reaffirmation for the PA Code
5 section.

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

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

18 And Keystone and the Borough will
19 sit down again during that time period to
20 reevaluate their positions on harms, benefits
21 and any other items that can come in. In so
22 accepting the benefits conveyed, the Borough
23 does not waive or otherwise relinquish any
24 rights it may have to identify and report any
25 future concerns associated with the landfill

1 activities to Keystone and to the appropriate
2 regulatory authorities pursuant to the
3 cooperation and coordination provisions
4 described herein and therein.

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

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

22 The Borough acknowledges its zoning
23 ordinance and 11.185 defines a sanitary
24 landfill as a facility pursuant to the
25 Pennsylvania Department of Environmental

1 Protection Regulations governing sanitary
2 landfills.

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

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

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

22 And following that it says that and
23 that they are going to ask that it's not a
24 building under the current zoning ordinances
25 pertaining to maximum building height. I

1 presume they haven't made an application yet.
2 But I presume what they are going to ask is you
3 have a zoning ordinance. And there's different
4 definitional criteria that deal with heights
5 and all of that.

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

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

19 Number nine deals with an
20 indemnification. Keystone is going to
21 indemnify and hold harmless the Borough. And
22 it defines that for anything that Keystone
23 causes with regard to the operation of the
24 landfill unless for willful misconduct on the
25 part of the Borough.

1 That means if they do something that
2 somehow entails the Borough in a lawsuit
3 they'll indemnify you and hold you harmless for
4 that. Number ten deals with if you don't get
5 paid on time. What happens if you don't get
6 paid on time, you obviously can bring an action
7 for it.

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

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

22 The last permits that have been
23 issued are reflective of the permit number that
24 is in here and that the terms and conditions
25 are binding upon the permit holder. It also

1 says that this agreement is intended to be
2 binding upon the successors and assigns of
3 Keystone.

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

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

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

22 ATTY. CUMMINGS: Thanks very much
23 for that synopsis. It was well done. We will
24 now have public comment. I would ask --
25 reiterate that it is to run in an orderly

1 fashion that each person is allotted five
2 minutes. They are allotted one attendance at
3 the podium that you are to state your name and
4 either address -- residence address or property
5 address giving you the right to speak, you
6 know, within the Borough of Dunmore. Mr.
7 McHale.

8 MR. MCHALE: Would anybody like to
9 address Council tonight?

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

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

24 So it's important to make the right
25 decision. And we know how much pressure you

1 have been under from so many different sources
2 on this issue. There's two reasonable points
3 of view on this issue.

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

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

23 That is not the impression you gave
24 to I think anyone who came to these meetings.
25 The last time we were here the way -- and I

1 remember the last meeting nodding my head going
2 this is -- I really appreciated what you were
3 doing.

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

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

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

21 One is where we come from this. In
22 other words, how we got here, where we are now
23 and the future, what we should do in terms of
24 extending the agreement. And I don't think we
25 spent enough time on this at this point.

1 So I would, first of all, suggest
2 that you shouldn't be voting on this tonight
3 given the lack of input that you have allowed
4 the Borough on this and people to weigh in.

5 First of all, we haven't even begun
6 to explore the past, how we got here. Every
7 one of you have said -- everyone has expressed
8 the same opinion how did we get stuck with this
9 agreement. You may say why is that important.

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

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

22 We're stuck with this for now for
23 the next 50 years. The other thing that has
24 not been explored is one of the -- one of the
25 frustrating aspects of this is in 1999 we had

1 an agreement. And truly -- I mean, as we all
2 said it's not really an agreement. In other
3 words, it's like going for a job and getting
4 the minimum wage and saying, well, I want a
5 contract that defines it.

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

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

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

25 If you told me, you know what, you

1 don't even understand. It's really like it's
2 actually 4 million dollars a year. It's 40,000
3 a year. We should know that. And you should
4 know that concretely before you make a
5 decision.

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

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

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

21 MR. NARDOZZI: Five minutes, Mark.

22 MR. PERRY: That's it?

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

25 MR. PERRY: All due respect I ask

1 must know that because you wouldn't enter an
2 agreement without knowing that. What's the
3 average? What is the range? What's the
4 highest and what's the low?

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

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

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

22 In terms of the future and entering
23 an agreement like this, what is also relevant
24 is your course of conduct with Keystone. And I
25 don't understand how this back and forth takes

1 place. From what I understand, this is what
2 you're telling us, you've been told you can't
3 have legal Council negotiate your agreement.

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

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

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

21 What I don't -- and this is not --
22 this is an intangible thing but it's important.
23 What I don't understand is, if -- I don't
24 really understand the relationship. You would
25 think Keystone would be saying, well, the

1 Dunmore guys are coming up, send a car. These
2 guys are awesome.

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

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

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

20 Finally a couple things as you're
21 voting tonight, very important. I think
22 there's a couple of false premises that have
23 been circulated by this process. I don't mean
24 false in the sense of a lie. False in the
25 sense of just not accurate.

1 One is this thing that everyone
2 talks about, well, it's not us it's the DEP
3 that makes the decision. We all understand
4 that now. We get that. Everyone -- and you
5 know that.

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

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

20 They don't want that. So obviously
21 it's in their best interest to have a
22 reasonable agreement in place. So the concept
23 that they are not looking to is false. And I'm
24 so happy to see in terms of this Council that
25 five of you -- I think it was five have

1 actually said -- you went on record saying
2 we're not for the Phase III.

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

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

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

25 And they're going to say, well,

1 obviously the Borough is okay with this because
2 they've agreed into the future indefinitely for
3 an agreement for reimbursement. So right now
4 and because you have done your job and you've
5 told us that you don't -- you made a very good
6 point.

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

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

21 You only have five years left. We
22 can do that. And do not sit there and say, you
23 know what, I'm against Phase III but I feel
24 compelled to vote for this because we almost
25 have to. You don't. And if you really believe

1 you don't want Phase III, you don't want the
2 landfill then you do have a clear choice.
3 Don't vote for this. Thanks.

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

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

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

22 On number three here -- or number
23 two, I followed on down, it should be in here
24 should read exclusive right of Dunmore and
25 Throop should come first for air space. In

1 other words, if the air space is running out,
2 Dunmore and Throop come first.

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

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

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

24 These are carcinogens. They were in
25 years ago when there was no permitting and

1 dumped everything, batteries, acids, you name
2 it and they went in landfills. They are still
3 buried there. You don't want to move them.
4 You want to leave a sleeping dog lie because
5 as soon as you allow him to move this, what
6 you're doing is permitting his expansion
7 because remember in order to expand his
8 landfill, he wants to move this waste out of
9 there so he could build upon it to raise his
10 elevations geographically.

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

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

23 But if he doesn't pay we're going to
24 take a percentage of 2 percent and charge on
25 the penny. What we want here in this agreement

1 is we want a percentage of the tipping fee. We
2 don't want a monetary I'll give you a dollar,
3 I'll give you 98 cents or 15 cents.

4 We want a percentage, 20, 25 percent
5 of the tipping fee. As the economy changes,
6 the escalation of rates are going to change.
7 We're go be to a penny. Tipping fees might be
8 \$200 a ton. You're getting the Marcellus Shale
9 in here.

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

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

24 It's being carried by trucks. It's
25 being moved all over the place. This is stuff

1 you got to be concerned about. And I don't
2 hear any of that in this agreement that
3 addresses that issue.

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

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

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

22 If they find that this contaminated
23 waste from the Marcellus, everybody is involved
24 because nobody can determine whose waste came
25 from where. So everybody is included. They

1 should be on this agreement personally them and
2 their heir or anything else not just
3 corporations.

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

7 MR. NARDOZZI: Six minutes, Bob.

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

10 MR. MCHALE: Bob, wrap up, please.

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

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

24 If you take one more thing about
25 DeNaples, he'll say anything he wants to say.

1 He's the king of promises and he'll break them.
2 Look at the lot on 81 right now --

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

5 MR. BOLUS: I understand, Mike,
6 please.

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

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

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

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

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

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

1 right now with this landfill.

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

8 MR. MCHALE: Thank you, Bob.

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

11 MR. MCHALE: Thank you.

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

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

24 And I have been reading up on it.
25 And it was brought to my attention that

1 fracking drill cutting was being disposed into
2 the landfill. And this is kind of a red flag
3 for me because my hometown is in Williamsport.
4 And as you may know, Williamsport is huge a
5 proponent for the Marcellus Shale. I live --
6 or my hometown is right on the periphery of
7 Williamsport where all the fracking occurs.

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

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

19 And honestly, it's hard to get
20 anyone to come back into the area. So the fact
21 that the drill cutting which will have the
22 radiation -- radium as a result of the overflow
23 of the fracking fluid, if that is put into the
24 Dunmore landfill and it's going to affect all
25 of the compounds within that landfill.

1 I also did a little bit of research.
2 And I'm sure that you guys may have already
3 heard about this. I wanted to see what the
4 durability of the liners were for the landfill.
5 And they are not a perpetual thing. The
6 Environmental Protection Agency said that
7 there is a timer on every single liner for the
8 landfill.

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

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

25 Like, this is a great town. It has

1 a lot going for it. But if the water is
2 undrinkable and the property values go down,
3 then why would we ever invest our time and
4 money into something that should be a long time
5 life investment? It's just not going to
6 happen.

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

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

18 MS. DEMPSEY: Michele Dempsey,
19 Jefferson Township, grew up in Dunmore where
20 many of my family still live. I just want to
21 remind the Council and my fellow citizens that
22 the crumbs which is really what this is being
23 offered by the landfill will be dwarfed by the
24 loss in our property values, by the health care
25 costs for landfill related illnesses, by the

1 cost of the community when there is a
2 catastrophic collapse or landslide or leakage
3 and we just heard about the liners and about
4 the cost of the community and loss to our image
5 and reputation.

6 You just heard the words of this
7 young man especially when we are known as the
8 home of Mount Trashmore instead of being known
9 for our natural resources. You know, I'm not
10 a mathematician. I haven't heard a lot --
11 I've heard a lot about the million of dollars
12 this agreement will be if you put it out over
13 50 years.

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

19 And so again, I'm not a
20 mathematician. But I did some quick
21 calculations. Population of Dunmore is 14,000.
22 And the population of Throop is 4,000. Let's
23 assume there's 9,000 homes. Let's assume 30
24 percent are within that is two mile radius.
25 That's 2,700.

1 If you work out 2,700, the average
2 cost of a home being \$112,000 which is what it
3 is in this area. For those 2,700 homes at 14
4 percent less value, you're losing 42 million
5 dollars in value a year. So let's put that out
6 over the 47 years. And you've got a loss of
7 1.9 billion dollars in your property values.

8 And that's not counting for the
9 values getting lower as the landfill gets
10 bigger and higher, which is what will happen.
11 And let's account for the loss tax base. As,
12 you know, in 1990 the population of Dunmore was
13 15,000.

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

19 I moved back now about 11 or 12
20 years ago because I love this area and the
21 natural resources are part of what brought me
22 back to this area. And I have been one of the
23 biggest cheerleaders for this part of our world
24 since I moved back for Scranton and Dunmore,
25 you know, our valley basically.

1 I brought everybody from -- you
2 know, I was one of the founders of the Office
3 Convention. Twice we brought all the people
4 from NBC to Scranton to celebrate the city to
5 see how far it has come, how much
6 revitalization has happened here.

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

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

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

1 just can't.

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

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

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

23 And somehow it's shown up in this
24 one which means somehow that was confided
25 with -- that got passed onto the owner of the

1 landfill to Mr. DeNaples. And, you know, that
2 is an incredible loss for us.

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

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

13 MS. DEMPSEY: Okay, so fair enough.

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

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

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

22 MS. DEMPSEY: Okay. So let's assume
23 it came from somewhere else. So what did we
24 get in return for that? You know, there's a
25 negotiation that happens here. It's a two-way

1 street. You ask for something. We get
2 something in return. And I didn't see anything
3 coming back to us in return for that.

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

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

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

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

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

1 statement.

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

8 MR. MCHALE: Bill?

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

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

19 But with regard to this, they are
20 allowed to negotiate and they do negotiate on
21 taking waste from the host municipality and
22 what's the rate they're going to charge you.

23 They are the two items that they
24 negotiate on. Now, anything other than those
25 two items in a host agreement are items that

1 you can propose or go back and forth with. But
2 when a landfill is dealing with it, they'll
3 quite frankly -- anybody here could take a look
4 at it. They're going to say, okay, we'll make
5 space for your waste. And we'll negotiate with
6 you on what we're going to charge you to put
7 your waste in there.

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

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

25 So you look at it from those two

1 particular areas. What we have placed in there
2 and a lot of it deals with DEP and how they
3 deal with the regulations is what goes on after
4 the 10 year period. In this case, we'll see
5 how long the term is for DEP. And that's
6 subject to the DEP hearings that I imagine
7 everyone will participate in.

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

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

22 That's subject various cases that
23 quite a few people are aware of that
24 Commonwealth came out with, the Tri-County
25 cases that deal what's a structure, is a

1 landfill a structure. That particular
2 ordinance had restrictions on structures, etc.

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

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

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

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

1 eleven how they get into that.

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

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

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

24 But as for the life of it, they
25 go -- there's advantages to a municipality with

1 it. That's what this agreement has. And
2 that's what the Council is looking at. It also
3 has language in there that's reflective of the
4 state statute that it says they generally go
5 for ten years. I know what Pat says. And
6 there's no hiding the pea or trying to do it or
7 anything else with it because everybody can
8 just read the state law.

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

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

22 Could that be part of their
23 application, sure. It has value. And a lot of
24 the what group has in this particular group you
25 did a valuable service for your community, not

1 only bringing those points up to the Council,
2 it made the process somewhat easier, you know,
3 people are aware of your concerns. And they do
4 have value. And the value is reflected in
5 here.

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

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

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

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

24 So whatever rights you had with
25 those -- I've had other municipalities that go

1 even within the ten year time periods and they
2 go back and they ask for it. I can't say that
3 they were successful in it. But you could
4 always go back and ask the landfill at
5 different times.

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

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

21 And so I was curious whether or not
22 prior to finalizing this agreement if we had an
23 environmental attorney someone who specializes
24 in environmental law specifically review this
25 to make sure that it is protecting our health,

1 wellness, and environment.

2 MR. MCHALE: Bill?

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

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

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

25 MS. SPANISH: I think as part of the

1 Friends of Lackawanna we made it widely known
2 that part of our pledge to the community is
3 that we would consult with environmental
4 attorneys and experts to guide us on this path
5 but with regard to the fee agreement and also
6 with the expansion that will be reviewed by the
7 DEP.

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

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

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

24 Dear Council members, we understand
25 the Council is considering a new version of a

1 proposed host municipality agreement with
2 Keystone Sanitary Landfill. Based on a
3 preliminary review of the draft agreement,
4 Council should have significant concerns about
5 entering into such an agreement.

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

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

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

25 As part of this constitutional

1 mandate, all government officials are
2 prohibited from taking any action that would
3 infringe on the individual environmental rights
4 of citizens.

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

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

20 What the Borough would be doing by
21 entering into this agreement is facilitating
22 Keystone's drive for uncontrolled expansion.
23 The landfill's leachate system has repeatedly
24 failed. The facilitating expansion and
25 without -- by facilitating expansion and

1 without assessing its impact on present and
2 future generations, the Borough would be
3 violating its obligation under the Pennsylvania
4 Constitution.

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

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

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

20 Further, throughout the entire
21 process Keystone has apparently sought to
22 mislead the Borough and the community at large
23 about the landfill's remaining capacity and
24 lifespan. As recently as 2011, Keystone
25 representatives told the public that the

1 landfill had approximately 17 to 18 years of
2 capacity remaining.

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

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

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

22 The proposed host agreement risks
23 making the Borough a dumping ground for the
24 shale gas industry and for other states for
25 decades to come and home to Mount Trashmore. A

1 landfill taller than the tallest building in
2 the region the Borough will certainly not be
3 fostering economic development or protecting
4 property values.

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

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

20 The increasing height of the
21 landfill requires gas and leachate collection
22 systems and other infrastructure to hold the
23 trash in place while Keystone keeps something
24 more on the site. If these are not properly
25 done and/or the trash pile has structural

1 failure of some kind, the results can be
2 disastrous to the health and safety.

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

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

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

21 Overall, the agreement ignores the
22 present problems with landfill, ignores
23 significant risks expansion proposes to the
24 Borough and to the health, safety, quality of
25 life of its citizens and gives the landfill

1 special treatment that does not deserve.

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

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

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

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

23 Speaking to the first part, clearly
24 having a landfill and this expansion is not
25 what anybody living in Dunmore bargained for or

1 that moved to the Swinick Development or built
2 a house there.

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

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

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

20 Secondly, as we all sat here and
21 critiqued the -- I believe everyone on current
22 Council has also stated that the previous deal
23 is laughable at best. An inflation calculator
24 shows that \$1.40 50 years from now is worth 32
25 cents today.

1 So this is actually a worse deal
2 than we're under right now, okay? I don't know
3 what else to say. As far as the deal goes, I'm
4 involved in a business. I'm a controller. I
5 have been a pivotal part of dozens of
6 multimillion dollar contract and negotiations.

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

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

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

25 And you seem to be reflective of

1 that in your previous comments of the previous
2 contract. So I urge Council to if they are
3 going to vote on it, vote no. Otherwise, I
4 would urge Council to table this until
5 negotiations throw out a much better and
6 favorable contract for the citizens of Dunmore.
7 Thank you.

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

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

17 MR. MCHALE: Any of you guys?

18 ATTY. JONES: It's referred to as an
19 agreement. It allows under the statute and
20 regulations for the municipality and the
21 landfill to enter into an agreement. And in
22 this case, it would be something that at least
23 the municipality takes the position that
24 there's consideration for so they have legal
25 rights as to it.

1 MR. KRANICK: Okay. Second question
2 is, why was the Dunmore School District brought
3 into this and why are they listed in the
4 agreement where they were not listed before?
5 We pay taxes to the Dunmore School District
6 supposedly to sustain it. And I was wondering
7 why that language entered into the contract or
8 in the agreement?

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

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

15 MR. VERRASTRO: Yes.

16 MR. KRANICK: Okay, last question.
17 The landfill is the landfill. It's not a
18 Dunmore landfill. It's not a Throop landfill.
19 It's the Keystone landfill. 60 percent of it
20 is in Throop, 40 percent is in Dunmore. Have
21 you as Councilmen reached out to your
22 counterparts in Throop to discuss any of this
23 because we can be discussing 40 percent of the
24 landfill. And they could be discussing 60
25 percent.

1 And if we're not in agreement,
2 what's the point of having a line drawn through
3 the landfill saying that's Throop's garbage and
4 this is our garbage is higher because we chose
5 not to accept the agreement or we chose to not
6 accept Phase III where they do.

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

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

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

23 MR. MCHALE: In the argument that's
24 being made here tonight and a valid one don't
25 get me wrong, what you're talking about they

1 have an agreement. It goes on forever. We
2 don't.

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

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

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

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

22 MR. KRANICK: So is there a
23 possibility that -- is there really a
24 possibility that that landfill could be
25 increased on the Throop side and not on the

1 Dunmore side?

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

4 MR. MCHALE: Exactly.

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

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

11 MR. MCHALE: That's true.

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

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

24 He said he will do everything he
25 could to help us in the situation. But we

1 would still get that 41 cents.

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

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

6 MR. KRANICK: Okay. Thank you very
7 much.

8 MR. MCHALE: Thank you.

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

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

18 MR. NARDOZZI: No.

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

1 of that. You are. I know you are, Sal.

2 MR. VERRASTRO: No, I'm not.

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

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

19 ATTY. JONES: I don't make policy
20 decisions for any of my clients but take the
21 circumstances and the facts that are given to
22 me, I deal with them to try to maximize the
23 benefit under the circumstances for the client.

24 So I'm sure you could all appreciate
25 that type of position. And with regard to

1 policy I don't make it and --

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

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

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

21 They didn't give that of some of
22 their other landfills. So you look at each one
23 and look at the bargaining position of the two
24 parties that you try to get with. I examined
25 your 1999 one. And I see where somebody

1 reserved out some nice environmental rights for
2 you.

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

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

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

23 And you don't have resources that
24 the state has. You know, you can supplement
25 it. And I have. I've brought in experts from

1 all different phases. I've flown them in from
2 Europe on environmental issues in this county.

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

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

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

22 This is not contingent upon that.
23 This goes forward. You get the money. Let's
24 assume they don't get it. You're still going
25 to get the money for the remaining life that

1 they have, whether it's five, six years,
2 whatever it's drawn out.

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

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

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

19 If you're not getting any further
20 movement, could you get more, could you get
21 less? That's part of the process. This way
22 you have a sum of money that you now have
23 control over. Is it substantial? It's
24 substantial today. Are there escalators in
25 there, yeah.

1 Are they reflective of other
2 escalators of other agreements or other ones
3 that I have gone with, the answer is no. Does
4 that mean that they aren't revisited through
5 time, sure they are. But at least this is
6 getting you to address concerns right now with
7 funds that you did not have before.

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

10 ATTY. JONES: How do you do it?

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

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

17 MS. CLARK: Did we try to get it?

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

24 But do I think that other entities
25 come or even this entity would come and revisit

1 they get substantially less, you know? Is that
2 good or bad? Could be.

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

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

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

21 The other thing was on the pages
22 where it discussed the fees, it says that they
23 agree that the fee will not be reduced below
24 that amount at any time regardless of any other
25 state act or decision or order. But if it says

1 that, shouldn't it also say that the parties
2 agree in that in the event that the host fee
3 under the statute is increased that Dunmore
4 would participate in the increase as well?

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

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

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

1 about the district are very vague.

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

5 MR. MCHALE: Bill.

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

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

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

23 So of the arguments that deal with
24 that are nutrition. You have in your school
25 district a large segment that are supplemented

1 with regard to nutrition. That's in there.
2 You are known for your educational prowess.
3 Does this assist somewhat in it, sure it does.

4 And it identifies those particular
5 areas. That's, you know, you have that coming
6 into it. Why did it come through this vehicle?
7 Because the law allows the municipality and the
8 landfill to sit down and the land -- the
9 municipality can identify other third party
10 groups to come into it.

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

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

22 MR. MCHALE: The district.

23 MR. VERRASTRO: The district.

24 MS. CLARK: So how much do they pay
25 normally?

1 MR. MCHALE: 900 and some dollars a
2 month.

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

5 MR. MCHALE: No.

6 MR. NARDOZZI: Not even close.

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

9 MR. MCHALE: They do privately.

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

12 MR. MCHALE: No. Privately. This
13 doesn't say -- this is going to be negotiated
14 if, in fact, that ever happens. That could be
15 several years down the road. They're under
16 contract right now with a private hauler.

17 This was put in as additional
18 benefit in case those fees do go up that our
19 Borough truck can go down because we do dump
20 for free in this agreement that Borough trucks
21 can pick it up. That would be a negotiation
22 between the Borough and the school district.

23 MS. CLARK: Okay. It's just that
24 the district is actually there are obligations
25 in here for the district. Normally they are a

1 party to an agreement that's obligated them to
2 do things. That's why I didn't know --

3 MR. MCHALE: I understand.

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

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

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

16 ATTY. JONES: That was the answer.

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

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

1 Nothing has been accomplished. So -- but we
2 can.

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

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

11 Having said that, I question whether
12 3 billion dollars worth of benefits that he has
13 listed outside of our agreement -- will this
14 agreement have any effect, yes, probably. I'm
15 not naive to say no. But 3 billion we still
16 get 41 cents.

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

24 I was one of the forefront to say
25 that that was the problem there. When I read

1 the agreement the harms and benefits, my
2 benefits, okay, there's 3 billion dollars
3 outside of this. Where I had the problem was
4 the harms.

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

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

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

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

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

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

25 MR. MCHALE: Yes.

1 MS. CLARK: They're not negotiating
2 that.

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

5 MS. CLARK: Right. I agree.

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

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

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

24 I just think that -- again, you are
25 probably sick of hearing from me and sick of

1 hearing about tabling an agreement. But I
2 recommend tabling it until it's hammered out.
3 We thought we were going to have an opportunity
4 where we do a dialogue with you. I'm an
5 attorney.

6 There are attorneys in this room.
7 We want to help for free. We want to help you.
8 We want to give you our thoughts. That's what
9 we're trying to do. I just think that maybe
10 table it. We'll let you know our thoughts.
11 You could give us feedback on, you know, what
12 Keystone says and, you know, revisit it in
13 30 days. So that's all I have to say. Thank
14 you so much. Again, thank you everyone for
15 coming. Thank you, Council, for listening to
16 me.

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

1 MS. CLARK: Right.

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

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

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

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

24 UNIDENTIFIED WOMAN: Follow your
25 heart.

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

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

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

19 I did not interrupt one person that
20 was speaking, snicker, laugh, joke, or make a
21 comment at you at all. I ask the same for you
22 while I'm sitting here. Like it gets a little
23 ill-perceived, like, we are saying we're going
24 to add another 220 feet in the air from where
25 its existing mound is right now.

1 But we forget to think about, well,
2 if we wait the five years and let it close,
3 it's -- they get to go another hundred and some
4 before it closes. And that extra mound -- my
5 backyard is 300 feet long. We're talking about
6 a distance of less than my backyard we're
7 allowing them to expand. I'm just putting it
8 into the same terms. I'm not trying to twist
9 it. It's high.

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

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

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

17 MS. CLARK: How much pollution is in
18 300 feet? That's what no one knows. That's
19 why we're all here and we're all afraid.

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

24 MS. CLARK: 50 years.

25 MR. VERRASTRO: But it's over a long

1 time, yes.

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

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

11 And what is going to happen in 15 or
12 20 years when people are getting up there and
13 they are talking Sal Verrastro in front of his
14 kids and say what the hell did he put a end
15 date on that for? It was obvious they were
16 going to get the expansion and now we went from
17 getting 2 million a year back down to \$650,000
18 because he put an end date on the contract.

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

1 parts of the Borough.

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

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

11 MR. MCHALE: Twenty-two.

12 MR. VERRASTRO: -- over those 10
13 years. And we had a little bit of time to
14 store it and start to plan it. Right now we
15 have no time to plan anything. And I guarantee
16 you, I've been through this one before.
17 Everybody that's in this room I'm going to say
18 60 percent of you can probably afford another
19 tax increase.

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

1 seem like a lot.

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

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

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

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

1 that's why we're here. And that's why we're --

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

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

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

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

24 MR. VERRASTRO: I'm sorry. I agree
25 with a lot of it. I'm sorry you disagree with

1 my parts. I do like what you have to say.

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

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

12 MR. CLARK: Pat Clark, Jefferson
13 Avenue, Dunmore. First, I went back and read
14 through a bunch of the recent minutes. And it
15 started with it's tough to negotiate with
16 someone who doesn't want anything. We don't
17 know what they want. Why are they negotiating?

18 Well, let's drop the pretenses. Now
19 we all know, right? They are negotiating for
20 Phase III. The minute this term goes past the
21 Phase II, it goes into Phase III and it will be
22 used against -- look at all the comments about
23 the environmental.

24 In the past we've always said, hey,
25 it's up to DEP for environmental. DEP is going

1 to point to this agreement and say, no, the
2 Borough is okay with it financially. The
3 Borough is going to point and say it's to DEP
4 for the environmental.

5 That's why this many people are here
6 and care about the environmental aspects of
7 this because this piece of paper is directly
8 connected to the environmental aspects of it.
9 The Borough won't hire an environmental lawyer
10 to look at the contracts. We did. The Borough
11 isn't going to hire professionals to look at
12 the tests that are coming in. We are.

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

19 It's not their turn. They are going
20 to look at this agreement and say Dunmore is
21 fine. Second issue is economics. Let's talk
22 about the economies for a minute. Tommy Kelly
23 hit it. Mark Perry hit it. It's very clear,
24 right? Sal, what is the total we get from the
25 landfill this year?

1 MR. VERRASTRO: Off the top of my
2 head it's probably around \$800,000 in that
3 area.

4 MR. CLARK: Right. So the time
5 value of money I'm not going to get into it.
6 People know that a dollar today is worth more
7 than a dollar tomorrow, right? The time value
8 of money of all the money we're going to get in
9 47 and a half years from now is \$680,000.

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

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

24 And now all of a sudden we've got a
25 chance to negotiate. Maybe we'll do it in a

1 couple years if the permit goes. Why? They
2 are not going to. They're not going to do it.
3 We have 30 years of evidence to show that. The
4 agreement itself is structured economically.

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

7 ATTY. JONES: The amounts?

8 MR. CLARK: Yes.

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

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

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

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

1 state mandated minimum is the only thing here.

2 According to this contract, a
3 payment of December 1st, 2018, is going to be
4 42 cents. Attorney Jones, is that a reasonable
5 interpretation of those clauses because there
6 is no base structure indicated on the last
7 bullet point starting December 1st, 2018?

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

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

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

1 the Borough and the city.

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

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

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

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

1 locally.

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

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

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

20 But if you're looking for a specific
21 reason to table it, it's because on December
22 1st, 2018, this goes down to 42 cents per ton.
23 Thank you.

24 MS. LYONS: My name is Kelly Lyons.
25 I live on Adams Avenue in Dunmore. And there

1 are many people here more informed about the
2 health, safety, and financial implications of
3 the contract with the landfill.

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

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

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

22 I am taking the Pollyanna totally
23 naive total long shot here. Do the right
24 thing. This is a bad deal. This is a bad
25 contract. And you all know it. But you're in

1 tough spot. And I recognize that.

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

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

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

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

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

22 MR. MCHALE: You are.

23 MR. WALSH: I basically was a victim
24 of Marjol Battery. I started working there
25 when I was 17 years old. And I was highly

1 polluted. And I basically --

2 MR. MCHALE: We're on a fee
3 agreement here. We can't -- we're not talking
4 about anything but the fee agreement.

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

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

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

20 You are not supposed to put oil in
21 but people put oil in their garbage. You're
22 not supposed to put computers, people put
23 computers in their garbage. You're not
24 supposed to put paint cans. They put paint
25 cans in their garbage. So there is a whole

1 host of things up there.

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

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

11
12 (A brief recess was taken.)

13
14 MR. MCHALE: Do you have something?

15 MR. NARDOZZI: Yeah, Mr. Chairman,
16 before we proceed with anyone else, Attorney
17 Jones, Pat Clark brought up a point about the
18 42 cents that he brought up. I think -- or 41
19 cents, I'm sorry. Attorney Jones, is there any
20 clarification on that -- the point that he
21 made?

22 ATTY. JONES: Yes, if you take a
23 look at the particular agreement, the last year
24 that's in there is December 1st, 2017, where it
25 goes up a \$1.09 for -- it goes up to a \$1.50.

1 If you go to the next sentence under that it
2 says Keystone will then pay an additional one
3 cent per year.

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

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

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

22 ATTY. JONES: No, no. It's says
23 additional. You get an additional one cent per
24 year on top of your 1.50. If you remember in
25 the prior drafts that we had gone over, we had

1 the -- established that as base years and maybe
2 that was circulated in the Borough.

3 But outside of that if you need
4 clarification on that point just by way of
5 example, it's not going to change it. It goes
6 to \$1.51. You get the additional cent to pay
7 an additional one cent per year, you know, from
8 the prior year which was the -- in that case
9 1.50 for December 1st, of 2017. That's there.

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

14 MR. CLARK: That was my point --

15 MR. HALLINAN: So it's going to
16 1.51, not down to 42 cents.

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

19 MR. BURKE: Please.

20 MR. CLARK: I just want to clarify
21 that because it was discussion on the point.
22 The structure of these years is very clearly
23 the state minimum plus another number. Each
24 year is delineated one, two, three, four the
25 state minimum plus a number.

1 The fifth year December 1st and
2 thereafter, that structure goes away in this
3 contract. So legally if any landfill -- so
4 Keystone or someone that sells it wants to
5 write a check for the state minimum plus one
6 cent, you could not challenge this agreement on
7 the language of this agreement in black and
8 white because there is no base plus a minimum
9 structure.

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

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

20 They -- the comment that came back
21 when it was in this particular one where it did
22 actually reference base years they don't need
23 the verbiage. It has additional in there. So
24 it is and while I understand the point you're
25 making, that's not reflective of the language.

1 It's easily remedied. We'll just
2 put my original language back in there where it
3 will just say after per year from the prior
4 year, base year -- in parenthesis base year
5 \$1.50. So that's that. But that's already
6 there. It was in there before.

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

11 UNIDENTIFIED MAN: Verbiage costs
12 nothing --

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

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

17 MR. NARDOZZI: One at a time,
18 please.

19 MR. MCHALE: Please, we have a --

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

22 MR. CLARK: The reason I'm asking
23 for clarification if it is a reasonable read on
24 the plain language of this contract is this
25 contract is for vote tonight. So this contract

1 is for vote tonight and this contract gets
2 voted on and this contract is approved, then it
3 is a very clear -- or very easy to understand
4 argument that someone is going to say, just
5 read the black and white print. Don't
6 interpret anything.

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

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

23 But we give all of our time for free
24 to make this right. And I feel like everyone
25 has to argue and fight with you guys about why

1 this is a bad deal. And you're trying to
2 convince us why it's a good deal.

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

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

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

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

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

24 MR. VERRASTRO: But we do it at a
25 cost. And we're constantly negotiating it and

1 we're down six or seven police officers. We're
2 down, you know, what we've done to make these
3 things happen. The unions are starting to bark
4 a little bit about, you know, there's nights we
5 only have three firemen on instead of five.

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

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

23 Why are we rushing through this?
24 Why does it feel like we got two days to review
25 this agreement? We were promised an open forum

1 discussion and it turns into a heated argument
2 with votes. Why can't we take our time with
3 this?

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

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

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

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

24 MR. VERRASTRO: When people start to
25 give accusations I have to --

1 MR. CLARK: I'm not accusing
2 anybody.

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

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

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

23 We've been told five times this is
24 the last negotiation. They need your
25 negotiating put in the agreement. Let's be

1 honest. We don't need to rush through this.
2 We could take our time and think it through.

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

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

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

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

21 MR. VERRASTRO: Please, call me Sal.

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

25 MR. VERRASTRO: We bring our points

1 to the public. Like, I don't want say our ace
2 in the hole we might not let him get it
3 through -- you know, you don't blurt out to
4 everybody that we're going to get our money and
5 we're going to stop Phase III because I think
6 we have him on a zoning violation.

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

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

22 MR. VERRASTRO: No, it's not as
23 hodgepodge as you think. There's been --
24 Attorney Jones has done a terrific job with
25 this since he has taken it over.

1 MR. CLARK: I agree it's in better
2 hands than we were.

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

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

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

20 Everybody keeps saying we don't want
21 a landfill there. The day that that landfill
22 closes, that just means we don't take garbage
23 in anymore. Are we in agreement with that?
24 They're not going to pick the garbage that's up
25 there and move it somewhere else.

1 We're going to deal with that
2 garbage forever. Whatever is there the day
3 that that landfill closes, that garbage is ours
4 forever. We have Mount Trashmore forever.
5 It's already there forever.

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

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

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

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

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

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

24 MR. CLARK: Probably, yeah.

25 MR. VERRASTRO: Not probably.

1 They're not going pick it up and move it.

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

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

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

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

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

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

18 MR. CLARK: Mr. Jones --

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

21 MR. CLARK: Mr. Jones, you mentioned
22 several times about the finances with this
23 deal. Your choice of language -- just to
24 clarify, you had said you have many agreements
25 that are better than this financial. Have you

1 ever seen an agreement that is worse than this
2 financial?

3 ATTY. JONES: Sure.

4 MR. CLARK: Which one?

5 ATTY. JONES: 1999.

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

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

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

24 MR. MCHALE: Anybody else?

25 MS. QUINN: My name is Sara Quinn.

1 I live at 1616 Adams Avenue. I have lived in
2 Dunmore. I was born here. I lived here most
3 of my life. The other part of my life I lived
4 in Scranton. As this discussion is occurring
5 tonight, I imagine you sitting up here can
6 almost be looking out to the audience.

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

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

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

24 There's so many things that the
25 questions are so open that to vote on something

1 like this for people who all of you love
2 Dunmore. You lived in Dunmore most of you as I
3 have for most of my life. You love it. You
4 love your neighbors. You love living here.

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

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

16 But our own 1999 speaks volumes.
17 The other thing that as a taxpayer of Dunmore
18 occurred to me was, someone -- I apologize. I
19 don't remember who said this said the figure of
20 \$4.05 is the average. Was that -- we should be
21 saying wait a minute. Why are we underselling
22 ourselves?

23 MR. VERRASTRO: But with part of
24 that, that's one landfill and that is being
25 split between Throop and us. So we're a little

1 less than average.

2 MS. QUINN: My next point, to think
3 that we're following what Throop did to think
4 that they did everything perfect and everything
5 right and they had all the information? Why
6 are they our guiding star? And if their
7 agreement if perhaps some questions are brought
8 up here, there may be questions asked of them
9 long term saying wait a minute. What did you
10 agree to?

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

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

23 But I know from many other people
24 that I'm involved with in the health profession
25 that Dunmore has very high rates. Now why is

1 that? It's across the whole country. But
2 there's high percentage here.

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

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

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

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

25 MR. MCHALE: They have a permit

1 7,500 per day, six days a week.

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

4 MR. MCHALE: Five thousand.

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

11 MR. MCHALE: True.

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

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

24 MR. MCHALE: Thank you. Anybody
25 else?

1 MR. AMICO: Vince Amico, Adams
2 Avenue, Dunmore. First thing I would like to
3 say is I would not want to be you no matter
4 what.

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

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

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

21 And, you know, if things move the
22 way I believe they are going to move, we're
23 going to have this mountain one way or the
24 other. You know, you're saying Throop is on
25 board. DEP may or may not be the ultimate say

1 so and your hands are tied. I get all of that.

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

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

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

21 We wouldn't need this to be paid
22 for. Our taxes would have covered it. The
23 landfill would have paid for that out of what
24 we deserve not on here's some pittance for you.
25 And that is something that drives me absolutely

1 crazy about Dunmore that whenever we talk about
2 what we should get, well, you know, the
3 landfill gets us this and we need to balance
4 our budget.

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

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

16 ATTY. JONES: No. It's not allowed

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

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

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

24 MR. MCHALE: That's all subject to
25 the budget. I mean, obviously we'll look at

1 reducing a lot of things. That's an easier
2 discussion much easier than this.

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

5 MR. MCHALE: Yeah, absolutely. I
6 agree.

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

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

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

24 So -- and it turned out -- that's a
25 fun discussion for -- that's the fun way to try

1 to fix our town if we get the money. And it
2 is. But that's I just wanted to give you kind
3 of a preview --

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

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

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

23 We have an awesome availability to
24 highways and railroad and we live in a pretty
25 squared away area as far as being close to

1 Philadelphia, close to New York. We could
2 probably come up with some, you know,
3 intelligent people in the community to find
4 more ways, you know, more ways to balance our
5 budget than based on garbage.

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

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

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

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

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

25 I'm sure there's ways. There has to

1 be. I'm sure if we put it out there, you know,
2 you have obviously people that are interested.
3 You have the Clarks that are going out on their
4 own time to, you know --

5 MR. VERRASTRO: And they are helping
6 us tremendously.

7 MR. MCHALE: They have.

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

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

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

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

24 But I also want to make sure that
25 when I put my head on my pillow at the end of

1 the night I feel like I did the right thing.
2 And I'm sure that's what you guys feel. And
3 that's all.

4 MR. MCHALE: Thanks.

5 MR. AMICO: Thank you.

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

13 MR. AMICO: No, I realize that.

14 MR. MCHALE: Just so you
15 understand --

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

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

21 MR. AMICO: Sure.

22 MR. MCHALE: And some of there
23 police over there will tell you we're about
24 five or six cops down literally. And there's
25 stories like that. But again, I'm not saying

1 landfill money is going to solve all of our
2 ills because, you know, inevitably we'll hire
3 five cops and, oh, you did that because of the
4 landfill.

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

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

19 (No response.)

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

23 MR. DUNCAN: No. Thanks.

24 MR. MCHALE: I mistakenly did not
25 let Gary speak one week. It was totally my

1 fault and I still feel horrible about that.
2 He's a great guy. Mr. Cummings.

3 ATTY. CUMMINGS: Public comment
4 having commenced and concluded, item number
5 seven is action, if any, on the host municipal
6 fee agreement before you this evening.

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

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

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

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

15 (No response.)

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

18 MR. VERRASTRO: I'm sorry --

19 MR. MCHALE: Quickly.

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

1 anyway.

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

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

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

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

14 MR. MCHALE: Guys, hold on one
15 second.

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

18 MR. VERRASTRO: No.

19 UNIDENTIFIED WOMAN: He seconded it.

20 MR. VERRASTRO: I'm on the question.

21 MR. MCHALE: He's on the question.

22 ATTY. JONES: Sure.

23 MR. VERRASTRO: Thank you.

24 ATTY. JONES: It's just putting in
25 what we had in a prior draft.

1 MR. VERRASTRO: Yes.

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

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

7 MR. MCHALE: Anybody else on the
8 question?

9 (No response.)

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

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

15 MR. BURKE: Yes.

16 ATTY. CUMMINGS: Mr. Dempsey.

17 MR. DEMPSEY: Yes.

18 ATTY. CUMMINGS: Mr. Hallinan.

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

24 ATTY. CUMMINGS: I take that as a
25 yes, sir.

1 MR. HALLINAN: Yes, sir.
2 ATTY. CUMMINGS: Mr. Nardozzi.
3 MR. NARDOZZI: Yes.
4 ATTY. CUMMINGS: Mrs. Scrimalli.
5 MS. SCRIMALLI: Yes.
6 ATTY. CUMMINGS: Mr. Verrastro.
7 MR. VERRASTRO: Yes.
8 ATTY. CUMMINGS: Mr. McHale.
9 MR. MCHALE: Yes.
10 ATTY. CUMMINGS: That concludes the
11 business for this evening's meeting.
12 MR. MCHALE: Can I have a motion to
13 adjourn?
14 MR. NARDOZZI: I'll make that
15 motion.
16 MR. MCHALE: Do I have a second?
17 MR. DEMPSEY: Second.
18 MR. MCHALE: All in favor?
19 ALL MEMBERS: Aye.
20 MR. MCHALE: We're adjourned.
21
22
23
24
25

C E R T I F I C A T E

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