

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

In The Matter Of:

Westmoreland Sanitary Landfill, LLC.	:	
Westmoreland Sanitary Landfill	:	
111 Conner Lane	:	
Belle Vernon, PA 15012	:	
	:	Solid Waste Management Act
Rostraver Township	:	
Westmoreland County	:	
ENF. ID No. 388683	:	

CONSENT ORDER AND AGREEMENT

This Consent Order and Agreement is entered into this 7th day of October, 2020, by and between the Commonwealth of Pennsylvania, Department of Environmental Protection ("Department") and the Westmoreland Sanitary Landfill, LLC. ("Sanitary Landfill").

The Department has found and determined the following:

A. The Department is the agency with the duty and authority to administer and enforce the Solid Waste Management Act, Act of July 7, 1980, P.L. 380, *as amended*, 35 P.S. §§ 6018.101-6018.1003 ("SWMA") and the rules and regulations ("rules and regulations") promulgated thereunder.

B. Sanitary Landfill is a Delaware limited liability company with a business address of 111 Conner Lane, Belle Vernon, PA 15012, and a "person" as that term is defined in Section 103 of the Solid Waste Management Act, 35 P.S. § 6018.103.

C. Sanitary Landfill operates a Residual/Municipal Waste Landfill ("Landfill") at 111 Conner Lane, Belle Vernon, PA 15012 in Rostraver Township, Westmoreland County pursuant to Waste Management Permit No. 100277 issued by the Department ("Waste Permit").

D. Pursuant to 25 Pa. Code §273.213(h) and (i), an access road shall:

- (h). be maintained to control dust and to prevent or control the tracking of mud on and off the site.**
- (i) be designed, constructed, and maintained to allow the orderly egress and ingress of vehicular traffic when the facility is in operation, including during inclement weather.**

E. Pursuant to 25 Pa. Code §273.215:

- (a) The operator shall maintain on the site equipment necessary for the operation of the facility in accordance with the permit. The equipment shall be maintained in an operable condition.**
- (b) If a breakdown of the operator's equipment occurs, the operator shall utilize standby equipment as necessary to comply with the act, the environmental protection acts, this subchapter and permit conditions.**

F. Pursuant to 25 Pa. Code §273.232(a), a uniform cover of the approved daily cover material shall be placed on exposed solid waste at the end of each working day or at the end of every 24 hours, whichever interval is less.

G. Pursuant to 25 Pa. Code §273.233(a), a uniform and compacted intermediate cover shall be placed within 7 days of waste disposal on the following:

- (1) Each partial lift for which the operator intends to place no additional waste for 6 months.**

H. Pursuant to 25 Pa. Code §273.233(e), if immediate cover requires vegetation it shall be established within 30 days.

I. Pursuant to 25 Pa. Code §273.242(b), the operator shall:

(3) Prevent soil erosion and sedimentation to the maximum extent possible.

J. Pursuant to 25 Pa. Code §273.252(f), a lined perimeter berm at least 4 feet high shall be constructed and maintained along the edge of the lined disposal area to prevent the lateral escape of leachate

K. Pursuant to 25 Pa. Code § 273.258(a), the leachate collection system within the protective cover shall:

(1) Ensure that free flowing liquids and leachate will drain continuously from the protective cover to the leachate treatment system without ponding or accumulating on the liner.

(2) Ensure the depth of leachate on or above the primary liner does not exceed one foot.

(5) Function without clogging.

L. Pursuant to 25 Pa. Code §273.311(b), the daily operational record shall include the following:

(4) The particular grid location of the area currently being used for disposal of solid waste.

M. On July 31, 2019 the Department conducted a routine inspection of Sanitary Landfill. During the inspection, a file review was conducted which revealed that the Daily Disposal Grid Logbook was out of date, with the most recent entry occurring on June 27, 2019, in violation of 25 Pa. Code § 273.311(b)(4). Sanitary Landfill was advised to maintain accurate and up-to-date operational records, which include the grid location being used for solid waste disposal.

N. During routine inspections on August 28, 2019, October 30, 2019, January 24, 2020, and February 13, 2020, the Daily Disposal Grid Logbook was not being kept up-to-date, which is a requirement of the daily operational record, in violation of 25 Pa. Code § 273.311(b)(4).

O. During the July 31, 2019 inspection, the trench on the liner side of the 4' berm was collecting leachate. Highwater marks indicated that the trench has held over 1' of leachate, at times. The Department did not witness any leachate escaping from the 4' berm, at the time of this inspection, but determined that the potential for release was present. Sanitary Landfill personnel stated the leachate drains very slowly from the collection trench because the system is clogged. Additionally, several leachate seeps were identified on the slope of Cell S1C. Erosion gullies deeper than nine inches were present and could be traced to the leachate trench and to the stormwater sump. The presence of erosion gullies deeper than nine inches constitutes a violation of 25 Pa. Code § 273.242. The trench did not conform to the minimum requirements identified in 25 Pa. Code § 273.258(a), in violation of that regulation. Additionally, the berms in this area of the leachate trench were not maintained to prevent the lateral escape of leachate, in violation of 25 Pa. Code § 273.252(f).

P. During the October 30, 2019 inspection,

- (a) Leachate was still not flowing freely, at the Phase I/II/III sump area due to sediment build up in the trench. Several leachate seeps deeper than nine inches were identified with leachate observed flowing down through erosion gullies which had formed. The presence of erosion gullies deeper than nine inches constitutes a violation of 25 Pa. Code § 273.242.

- (b) An uncontrolled release of leachate from the 4" line used to fill the tanker truck from the Phase I/II/III sump area had occurred. When the truck driver disconnected the 4" line from the truck, the leachate discharged from the line, which still had pressure. The unknown volume of leachate flowed across the new cell construction into a stormwater sump area. Sanitary Landfill personnel stated that all water contaminated within the sump would be disposed as leachate. By allowing the discharge of leachate onto the ground, Sanitary Landfill was in violation of Section 301 of the SWMA, 35 P.S. § 6018.301.
- (c) Exposed waste was present on the portion of slope leading to the Phase I/II/III sump area. Cover on the intermediate slope was not adequate and was unable to support vegetative cover, to prevent erosion and sedimentation, in violation of 25 Pa. Code § 273.233. Boulders greater than 2' in size were observed on this slope, in violation of the approved Operations Plan, which specifies maximum particle size of 6". By violating the approved Operations Plan for the facility, Sanitary Landfill was in violation of its Waste Management Permit No. 100277, issued by the Department.

Q. During the January 24, 2020 inspection,

- (a) Approximately 200 yards north of the Landfill entrance, substantial mud was present in the northbound lane of Tyrol Boulevard which had been tracked out of the Landfill. The tracked mud on the road was traced back to the Landfill exit, and additional tracking was present south of the

Landfill's entrance/exit as well, in violation of 25 Pa. Code § 273.213(h).

Substantial mud was also on the main access road and the employee parking lot. A large volume of mud was being tracked from the haul road and working face. The off-site and on-site tracking of mud generated through various operations at the Landfill was occurring because access roads at the Landfill were not being maintained in compliance with 25 Pa. Code § 273.213 and the approved plans and permits, in violation thereof.

- (b) Sanitary Landfill was conducting excavation work near the high-BTU gas plant and the new truck wash, both without adequate erosion or sedimentation controls. The lack of erosion and sedimentation controls at areas disturbed by construction activities constituted a violation of 25 Pa. Code § 273.242.
- (c) The haul road was in very poor condition with large ruts and substantial amounts of pooling water, forming a ditch across the haul road, in violation of 25 Pa. Code § 273.213(c).
- (d) Exposed waste was present in several areas, away from the daily cell, in violation of 25 Pa. Code § 273.232. Cover on intermediate slopes had large boulders in the soil. Some of the boulders were roughly 4' in diameter.

R. A Notice of Violation ("NOV") was issued to Sanitary Landfill in response to the violations noted during the January 24, 2020 inspection.

S. During an inspection on April 24, 2020,

- (a) Sanitary Landfill had caused or allowed offsite tracking on Tyrol Boulevard in the northbound lane, north of the Landfill's entrance/exit. The lane had brownish sediment laden-water runoff flowing downhill and across the Landfill's entrance to where it enters an unnamed tributary to Speers Run. On-site tracking was present on access roads throughout the Landfill. Sanitary Landfill's failure to maintain access roads to prevent or control tracking of mud on and off the site was in violation of 25 Pa. Code § 273.213(h).
- (b) Sanitary Landfill personnel reported several maintenance issues were occurring at the Landfill at the time of the inspection. Various pieces of equipment required for proper landfill operations were not fully functional. By failing to maintain on site equipment necessary for the operation of the Landfill in accordance with the Waste Permit, Sanitary Landfill was in violation of 25 Pa. Code §273.215. By not maintaining the equipment required for daily operation, as defined in Section C.5 of Attachment 14-1 to Sanitary Landfill's approved Form-14 Operation Plan, Sanitary Landfill is in violation of the Waste Management Permit No. 100277, issued by the Department.
- (c) The haul road to access the working face was very muddy with deep ruts. Trucks that were dumping had to be pushed out by the 750-bulldozer to exit the area. The 750-bulldozer was pulled from disposal operations to make repairs to the haul road. These conditions did not allow for the

orderly egress and ingress of vehicular traffic, constituting a violation of 25 Pa. Code §273.213(i).

T. A Notice of Violation (“NOV”) was issued to Sanitary Landfill in response to the violations noted during the April 24, 2020 inspection.

U. During an inspection on May 14, 2020, several loads of drilling mud and liner material were on the western side of the haul road. The same mud and liner material that were at this location during the previous inspection and had not been covered since that time. By failing to place daily cover material on exposed solid waste at the end of each working day or at the end of every 24 hours, Sanitary Landfill was in violation of 25 Pa. Code § 273.232(a). Off-site tracking on Tyrol Boulevard appeared to be under control at the time of the inspection and the haul road was in better condition than the previous inspection.

V. During an inspection on June 3, 2020, drilling mud and liner material remained uncovered along the right side of the haul road. The material was previously observed in the same location during inspections conducted in April and May. Near the working face, exposed waste was present in several areas along the slope near the daily cell. Exposed waste along the haul road and near the daily cell constituted a violation of 25 Pa. Code § 273.232(a).

W. During an inspection on June 15, 2020,

- (a) Exposed waste was still present on the slope above the new cell construction. The intermediate slope had exposed waste present from around midway up the slope to the top of the slope. Exposed waste was also present along the haul road on both side slopes. By failing to apply a layer of soil or soil-like material at least 12 inches in thickness on

intermediate slopes, Sanitary Landfill was in violation of 25 Pa. Code §273.233.

- (b) Sanitary Landfill staff reported that the Landfill's rock trucks, compactors, and bulldozer had suffered breakdowns and were not currently in operation. By failing to maintain on site equipment necessary for the operation of the Landfill in accordance with the permit, Sanitary Landfill was in violation of 25 Pa. Code §273.215. The Landfill's Waste Permit incorporates Section C.5 of Attachment 14-1 to Sanitary Landfill's approved Form-14 Operations Plan, which lists equipment required for daily operations. The section states that "daily operations require the full-time use of a compactor, dozer, tracked loader, off road truck, street sweeper, and water truck." By not maintaining this equipment for operations, Sanitary Landfill was in violation of the Waste Management Permit No. 100277, issued by the Department.

X. During an inspection on July 7, 2020,

- (a) Sanitary Landfill continued to operate without a functioning compactor or bulldozer at the working face to properly spread and compact waste. By failing to maintain on site equipment necessary for the operation of the Landfill in accordance with the Waste Permit, Sanitary Landfill was in violation of 25 Pa. Code §273.215.
- (b) Exposed waste was still present on the slope above the new cell construction. The intermediate slope had exposed waste present from approximately midway up the slope to the top of the slope. Exposed waste

was also present along the haul road on both side slopes. By failing to apply a layer of soil or soil-like material at least 12 inches in thickness on intermediate slopes, Sanitary Landfill was in violation of 25 Pa. Code §273.233.

- (c) Exposed waste was present throughout the Landfill on intermediate slopes and at the working face. By failing to place daily cover material on exposed solid waste at the end of each working day or at the end of every 24 hours, Sanitary Landfill was in violation of 25 Pa. Code §273.232(a).

Y. During an inspection on July 21, 2020,

- (a) The main entrance gate and the gate on the access road to the working face were not secured, and no attendant was at or near either location; Sanitary Landfill was thereby in violation of 25 Pa. Code §273.212.
- (b) Sanitary Landfill personnel confirmed to the Department that operations of waste unloading and covering extended to 20:30 hours. This is outside of approved operations hours as set forth the Operation Plan for Sanitary Landfill, in violation of 25 Pa. Code §273.201(c)(2).

Z. During an inspection on August 14, 2020,

- (a) Sanitary Landfill continued to operate without a functioning compactor or bulldozer at the working face to properly spread and compact waste. By failing to maintain on site equipment necessary for the operation of the Landfill in accordance with the Waste Permit, Sanitary Landfill was in violation of 25 Pa. Code §273.215.

- (b) Exposed waste was still present on the slope above the new cell construction. The intermediate slope had exposed waste present from approximately midway up the slope to the top of the slope. Exposed waste was also present along the haul road on both side slopes. By failing to apply a layer of soil or soil-like material at least 12 inches in thickness on intermediate slopes, Sanitary Landfill was in violation of 25 Pa. Code §273.233.
- (c) Exposed waste was present throughout the Landfill on intermediate slopes and at the working face. By failing to place daily cover material on exposed solid waste at the end of each working day or at the end of every 24 hours, Sanitary Landfill was in violation of 25 Pa. Code §273.232(a).

AA. During an inspection on September 24, 2020,

- (a) Exposed waste was still present on the slope above the new cell construction. The intermediate slope had exposed waste present from approximately midway up the slope to the top of the slope. Exposed waste was also present along the haul road on both side slopes. By failing to apply a layer of soil or soil-like material at least 12 inches in thickness on intermediate slopes, Sanitary Landfill was in violation of 25 Pa. Code §273.233.
- (b) Exposed waste was present throughout the facility on intermediate slopes and at the working face. By failing to place daily cover material on exposed solid waste at the end of each working day or at the end of every 24 hours, Sanitary Landfill was in violation of 25 Pa. Code §273.232(a).

AB. The violations described in Paragraphs M - AA, constitute unlawful conduct under Sections 610(2), (4) and (9) of the SWMA, 35 P.S. §6018.610(2), (4) and (9) and a public nuisance pursuant to Section 601 of the SWMA, 35 P.S. § 6018.601; and subject Sanitary Landfill to a claim for civil penalties under Section 605 of the SWMA, 35 P.S. § 6018.605.

After full and complete negotiation of all matters set forth in this Consent Order and Agreement and upon mutual exchange of covenants contained herein, the parties desiring to avoid litigation and intending to be legally bound, it is hereby ORDERED by the Department and AGREED to by Sanitary Landfill as follows:

1. Authority. This Consent Order and Agreement is an Order of the Department authorized and issued pursuant to Section 602 of the SWMA, 35 P.S. § 6018.602; and Section 1917-A of the Administrative Code, 71 P.S. § 510-17.

2. Findings.

a. Sanitary Landfill agrees that the findings in Paragraph A through AB are true and correct and, in any matter or proceeding involving Sanitary Landfill and the Department, Sanitary Landfill shall not challenge the accuracy or validity of these findings.

b. The parties do not authorize any other persons to use the findings in this Consent Order and Agreement in any matter or proceeding.

3. Corrective Actions.

a. Sanitary Landfill shall take all actions necessary to comply each day with the requirements of the rules and regulations and the Waste Permit pertaining to:

- (i) daily cover application,
- (ii) off-site tracking of dirt, mud and waste,

- (iii) maintenance of up-to-date daily operation records in the Landfill's office or weigh station,
- (iv) equipment necessary for operations, and
- (v) all other regulatory and Waste Permit requirements except those specifically set forth in Paragraph 3.e, below.

b. Within twenty (20) days of execution of this Consent Order and Agreement, in order to reduce the risk of future operational problems as listed in Paragraph 3.a.(i) – (iv) above, Sanitary Landfill shall develop and submit to the Department, for its review and approval, an Operations Improvement Plan. The Operations Improvement Plan shall include, but not be limited to, specific procedures and contingency plans to minimize the risk of future violations.

c. Within twenty (20) days of its receipt of written notice from the Department, or such other time period as specified in writing by the Department, or unless Sanitary Landfill requests in writing and receives from the Department a written extension of time for responding to the notice from the Department, which request for extension not to be unreasonably withheld, Sanitary Landfill shall modify the proposed Operations Improvement Plan and/or schedule to fully address all questions and concerns raised by the Department.

d. Upon approval by the Department, Sanitary Landfill shall implement all provisions of the approved Operations Improvement Plan in accordance with the approved schedule.

e. Within thirty (30) days of execution of this Consent Order and Agreement, to address longer-term problems at the landfill, Sanitary Landfill shall develop and submit to the Department, for its review and approval, a Corrective Action Plan to address all violations set

forth below. The Corrective Action Plan shall include, but not be limited to, specific corrective actions and an implementation schedule to address the following:

- (i) On site runoff and overall storm water management, in accordance with 25 Pa. Code Section 273.242,
- (ii) Leachate seeps and erosion gullies,
- (iii) Lack of timely and compliant application of intermediate cover and slope requirements in accordance with 25 Pa. Code Section 273.233,
- (iv) Lack of vegetation on slopes, and
- (v) On-site tracking of mud and access road maintenance in accordance with 25 Pa. Code Section 273.213.

f. Within thirty (30) days of its receipt of written notice from the Department, or such other time period as specified in writing by the Department, or unless Sanitary Landfill requests in writing and receives from the Department a written extension of time for responding to the notice from the Department, which request for extension not to be unreasonably withheld, Sanitary Landfill shall modify the proposed Corrective Action Plan and/or schedule to fully address all questions and concerns raised by the Department.

g. Upon approval by the Department, Sanitary Landfill shall implement all provisions of the approved Corrective Action Plan in accordance with the approved schedule.

h. Within 30 days of execution of this Consent Order and Agreement, Sanitary Landfill shall submit to the Department, for its review and approval, an update to the Landfill's Form 14 Operation Plan to accurately reflect current site conditions.

4. Civil Penalty Settlement.

a. Sanitary Landfill shall pay a civil penalty of **FIFTY-NINE THOUSAND DOLLARS (\$59,000.00)** pursuant to the schedule set forth below. This payment is in settlement of the Department's claim for civil penalties for the violations set forth in Paragraphs M through AA, above, for the dates set forth therein. The payment shall be made by corporate check or the like made payable to the Solid Waste Abatement Fund and sent to Lauren Fike, Compliance Specialist, Waste Management, 400 Waterfront Drive, Pittsburgh, PA 15222.

Payment No.	Amount	Date Due (on or before)
1 of 3	\$20,000	Within 10 days of execution
2 of 3	\$20,000	Within 45 days of execution
3 of 3	\$19,000	Within 90 days of execution

b. If Sanitary Landfill fails to make any civil penalty payment, all remaining payments shall be immediately due and payable. In that event, the Department may pursue any remedy available for failure to pay a civil penalty, including an action for breach of contract, and the filing of this Consent Order and Agreement as a lien in any county in this Commonwealth.

c. If the Department must bring an action against to collect any amount, interest, or stipulated penalty due under this Consent Order and Agreement, Sanitary Landfill shall reimburse the Department for all costs and expenses of such action, including, but not limited to, Department personnel costs and attorneys' fees.

5. Stipulated Civil Penalties.

a. In the event Sanitary Landfill fails to comply in a timely manner with any term or provisions of this Consent Order and Agreement, Sanitary Landfill shall be in violation

of this Consent Order and Agreement and, in addition to other applicable remedies, shall pay a civil penalty in the amount of \$250.00 per day for each violation of Paragraphs 3.b., c. e, f or h, for the first week. After the first week of noncompliance, Sanitary Landfill shall pay a civil penalty of \$500 per day for each violation of Paragraphs 3.b., c., e, f or h. The Department reserves its rights pursuant to Section 605 of the SWMA, 35 P.S. § 6018.605 to assess civil penalties for any violation of Paragraph 3.a, d, and g. of this Consent Order and Agreement, and Sanitary Landfill reserves its rights to challenge any such assessment.

b. Stipulated civil penalty payments shall be payable monthly on or before the fifteenth day of each succeeding month and shall be forwarded as described in Paragraph 4 (Civil Penalties) above.

c. Any payment under this paragraph shall neither waive Sanitary Landfill's duty to meet its obligations under this Consent Order and Agreement nor preclude the Department from commencing an action to compel Sanitary Landfill's compliance with the terms and conditions of this Consent Order and Agreement. The payment resolves only Sanitary Landfill's liability for civil penalties arising from the violations of this Consent Order and Agreement for which the payment is made.

d. The payment of stipulated civil penalties shall be due automatically and without notice.

6. Additional Remedies.

a. In the event Sanitary Landfill fails to comply with any provision of this Consent Order and Agreement, the Department may, in addition to the remedies prescribed herein, pursue any remedy available for a violation of an order of the Department, including an action to enforce this Consent Order and Agreement.

b. The remedies provided by this paragraph and Paragraph 5 (Stipulated Civil Penalties) are cumulative and the exercise of one does not preclude the exercise of any other. The failure of the Department to pursue any remedy shall not be deemed to be a waiver of that remedy. The payment of a stipulated civil penalty, however, shall preclude any further assessment of civil penalties for the violation for which the stipulated penalty is paid.

7. Reservation of Rights. The Department reserves the right to require additional measures to achieve compliance with applicable law. Sanitary Landfill reserves the right to challenge any action which the Department may take to require those measures.

8. Liability of Operator. Sanitary Landfill shall be liable for any violations of the Consent Order and Agreement, including those caused by, contributed to, or allowed by its officers, agents, employees, or contractors. Sanitary Landfill also shall be liable for any violation of this Consent Order and Agreement caused by, contributed to, or allowed by its successors and assigns, except as set forth in Paragraph 9(c).

9. Transfer of Site.

a. The duties and obligations under this Consent Order and Agreement shall not be modified, diminished, terminated or otherwise altered by the transfer of any legal or equitable interest in the Sanitary Landfill or any part thereof.

b. If Sanitary Landfill intends to transfer any legal or equitable interest in the facilities which are affected by this Consent Order and Agreement, Sanitary Landfill shall serve a copy of this Consent Order and Agreement upon the prospective transferee of the legal and equitable interest at least thirty (30) days prior to the contemplated transfer and shall simultaneously inform the Southwest Regional Office of the Department of such intent.

c. The Department in its sole discretion may agree to modify or terminate Sanitary Landfill's duties and obligations under this Consent Order and Agreement upon transfer of the Sanitary Landfill permit. Sanitary Landfill waives any right that it may have to challenge the Department's decision in this regard.

10. Correspondence with Department. All correspondence with the Department concerning this Consent Order and Agreement shall be addressed to:

Lauren Fike, Compliance Specialist
Waste Management
400 Waterfront Drive
Pittsburgh, PA 15222
412-442-4000

11. Correspondence with Sanitary Landfill. All correspondence with Sanitary Landfill concerning this Consent Order and Agreement shall be addressed to:

Rich Walton, President
Westmoreland Sanitary Landfill, LLC
111 Conner Lane
Belle Vernon, PA 15012
724-665-1002
610-698-9291 cell

Sanitary Landfill shall notify the Department whenever there is a change in the contact person's name, title, or address. Service of any notice or any legal process for any purpose under this Consent Order and Agreement, including its enforcement, may be made by mailing a copy by first class mail to the above address.

12. Force Majeure.

a. In the event that Sanitary Landfill is prevented from complying in a timely manner with any time limit imposed in this Consent Order and Agreement solely because of a strike, fire, flood, act of God, or other circumstance beyond Sanitary Landfill's control and which Sanitary Landfill, by the exercise of all reasonable diligence, is unable to prevent, then

Sanitary Landfill may petition the Department for an extension of time. An increase in the cost of performing the obligations set forth in this Consent Order and Agreement shall not constitute circumstances beyond Sanitary Landfill's control. Sanitary Landfill's economic inability to comply with any of the obligations of this Consent Order and Agreement shall not be grounds for any extension of time.

b. Sanitary Landfill shall only be entitled to the benefits of this paragraph if it notifies the Department within five (5) working days by telephone and within ten (10) working days in writing of the date it becomes aware or reasonably should have become aware of the event impeding performance. The written submission shall include all necessary documentation, as well as a notarized affidavit from an authorized individual specifying the reasons for the delay, the expected duration of the delay, and the efforts which have been made and are being made by Sanitary Landfill to mitigate the effects of the event and to minimize the length of the delay. The initial written submission may be supplemented within ten working days of its submission. Sanitary Landfill's failure to comply with the requirements of this paragraph specifically and in a timely fashion shall render this paragraph null and of no effect as to the particular incident involved.

c. The Department will decide whether to grant all or part of the extension requested on the basis of all documentation submitted by Sanitary Landfill and other information available to the Department. In any subsequent litigation, Sanitary Landfill shall have the burden of proving that the Department's refusal to grant the requested extension was an abuse of discretion based upon the information then available to it.

13. **Severability.** The paragraphs of this Consent Order and Agreement shall be severable and should any part hereof be declared invalid or unenforceable, the remainder shall continue in full force and effect between the parties.

14. **Entire Agreement.** This Consent Order and Agreement shall constitute the entire integrated agreement of the parties. No prior or contemporaneous communications or prior drafts shall be relevant or admissible for purposes of determining the meaning or extent of any provisions herein in any litigation or any other proceeding.

15. **Attorney Fees.** The parties shall bear their respective attorney fees, expenses and other costs in the prosecution or defense of this matter or any related matters, arising prior to execution of this Consent Order and Agreement.


16. **Modifications.** No changes, additions, modifications, or amendments of this Consent Order and Agreement shall be effective unless they are set out in writing and signed by the parties hereto.

17. **Titles.** A title used at the beginning of any paragraph of this Consent Order and Agreement may be used to aid in the construction of that paragraph, but shall not be treated as controlling

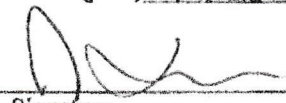
18. **Termination.** The obligations but not the findings of this Consent Order and Agreement terminate when the Department determines in writing that Sanitary Landfill has complied with all of the terms of the Consent Order and Agreement, including the payment of all penalties, or such earlier time as the Department determines in writing that termination is in the best interests of human health and the environment.

IN WITNESS WHEREOF, the parties hereto have caused this Consent Order and Agreement to be executed by their duly authorized representatives. The undersigned representatives of Sanitary Landfill certify under penalty of law, as provided by 18 Pa. C.S. § 4904, that they are authorized to execute this Consent Order and Agreement on behalf of Sanitary Landfill; that Sanitary Landfill consents to the entry of this Consent Order and Agreement as a final ORDER of the Department; and that Sanitary Landfill hereby knowingly waives all rights to appeal this Consent Order and Agreement and to challenge its content or validity, which rights may be available under Section 4 of the Environmental Hearing Board Act, Act of July 13, 1988, P.L. 530, 35 P.S. § 7514; the Administrative Agency Law, 2 Pa. C.S. § 103(a) and Chapters 5A and 7A; or any other provisions of law. [Signature by Sanitary Landfill's attorney certifies only that the agreement has been signed after consulting with counsel.]


**FOR WESTMORELAND SANITARY
LANDFILL, LLC:**



Signature
Name (print) Richard Walton



Signature
Name (print) Nicholas Stank




Signature
Name (print) KIT F. PETTIT, BERNSTEIN-BURKLEY, P.C.
Attorney for Westmoreland Sanitary Landfill,
LLC (or initials indicating waiver of right to
attorney review)

**FOR THE COMMONWEALTH OF
PENNSYLVANIA, DEPARTMENT OF
ENVIRONMENTAL PROTECTION:**




Sharon Svitek
Regional Program Manager



John H. Herman
Regional Counsel

PENNSYLVANIA DEPARTMENT OF STATE
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS

<input type="checkbox"/> Return document by mail to: Bernstein-Burkley, P.C. c/o Kit F. Pettit, Esq. Name 707 Grant Street, Suite 2200 Gulf Tower Address Pittsburgh PA 15219 City State Zip Code <input checked="" type="checkbox"/> Return document by email to: <u>kpettit@bernsteinlaw.com</u>	Certificate of Limited Liability Company Authority DSCB:15-8832 (2/2017)  TCO200212KB0956
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Read all instructions p

Fee: \$70

In compliance with the requirements of the applicable provisions of 15 Pa.C.S. § 8832 (relating to certificate of authority), the undersigned limited liability company, desiring to effect a certificate of authority (or amendment or cancellation thereto) hereby states that:

I. Required fields for Certificate, Amendment or Cancellation

- The name of the limited liability company is: Westmoreland Sanitary Landfill, LLC
- The current registered office address as on file with the Department of State. *Complete part (a) OR (b) – not both:*
 - | | | | | |
|---|------|-------|-----|----------------|
| Number and street | City | State | Zip | County |
| <u>(b) c/o: Corporation Service Company</u> | | | | <u>Dauphin</u> |
| Name of Commercial Registered Office Provider | | | | County |

II. Certificate of Company Authority Only

- All persons holding the following position (e.g., Managing Member, Manager) President with respect to the company has the authority to do the following: *Check all that apply. For additional positions, attach additional pages as needed.*

- ☒ Sign an instrument transferring real property held in the name of the company. Other specification or limitation may be provided. *Additional pages may be attached as needed.*

Secretary and Treasurer also hold such authority.

- ☒ Enter into other transactions on behalf of, or otherwise act for or bind, the company. Other specification or limitation may be provided. *Additional pages may be attached as needed.*

Secretary and Treasurer also hold such authority.

2020 FEB 11 PM 2: 37
PA. DEPT. OF STATE

2. The following named person (i.e., John Smith) Richard Walton and/or Nicholas Stork has the authority to do the following: *Check all that apply. For additional persons, attach additional pages as needed.*

☒ Sign an instrument transferring real property held in the name of the company. Other specification or limitation may be provided. *Additional pages may be attached as needed.*

☒ Enter into other transactions on behalf of, or otherwise act for or bind, the company. Other specification or limitation may be provided. *Additional pages may be attached as needed.*

III. Amendment to Certificate of Company Authority

If amending a Certificate of Authority previously filed in the Department of State, check the box below and complete the following:

☐ The Certificate of Company Authority that became effective on _____ is amended.

Date (MM/DD/YYYY)

The contents of the amendment are stated below. *Additional pages may be attached as needed.*

IV. Cancellation of Certificate of Company Authority

If cancelling a Certificate of Authority previously filed in the Department of State, check the box below and complete the following.

☐ The Certificate of Company Authority that became effective _____ is cancelled.

Date (MM/DD/YYYY)

IN TESTIMONY WHEREOF, the undersigned has caused this Certificate of Company Authority to be signed by a person duly authorized by the company thereof this 5th day of February, 20 20.

Westmorland Sanitary Landfill, LLC

Name of Limited Liability Company

Signature

President

Title