

**THE FOLLOWING CHANGES ARE PRESENTED HERE FOR
FORM 25**

1. This revised Form 25 replaces the previously submitted Form 25.

FORM 25 LEACHATE MANAGEMENT – PHASE II

Prepared 06/03; Rev 09/05, 03/12, 10/12, 11/12, 02/15, 11/2023, 09/2024

Form 25 - Table of Contents	
FORM (Rev 10/2024)	This Minor Permit Modification
Attachment 25-1	Leachate Quantity Estimate
Attachment 25-1, Exhibit 25-1.1	Leachate Generation Records
Attachment 25-1, Exhibit 25-1.2	Analysis of Historical Leachate Flows
Attachment 25-2	Leachate Quality Information
Attachment 25-3 (Rev 09/2024)	Current Leachate Collection and Handling Systems
Attachment 25-3, Exhibit 25-3.1	Leachate Management Plan
Attachment 25-4	Narrative Responses
Attachment 25-4, Exhibit 25-4.1 (Rev 10/2024)	Letters of Intent from POTW facilities
Attachment 25-5	Leachate Pump and Piping System Calculations
Attachment 25-5, Exhibit 25-5.1	Additional Analysis for Hydraulic Grade Line (HGL) & Evaluation of Existing Gravity Line
Attachment 25-5, Exhibit 25-5.2	Proposed Leachate Conveyance Piping
Attachment 25-6 (Rev 03/2012)	Leachate Generation with Co-Disposal of Shale Drilling Wastes
Attachment 25-7 (Rev 10/2012)	Additional Pump Calculations with Co-Disposal of Shale Drilling Wastes
Attachment 25-7, Exhibit 25-7.1	Additional Leachate Collection Zone Pump Calculations
Attachment 25-7, Exhibit 25-7.2	Additional Leachate Detection Zone Pump Calculations
Attachment 25-8	Reserved
Attachment 25-9	Reserved
Attachment 25-10 (Rev 11/2023)	Leachate Trucking



Date Prepared/Revised <i>06/03, Rev 09/05, 03/12, 10/12, 11/12, 02/15, 11/23, 09/24, 10/2024</i>
DEP USE ONLY
Date Received

FORM 25 LEACHATE MANAGEMENT - PHASE II

This form must be fully and accurately completed. All required information must be typed or legibly printed in the spaces provided. If additional space is necessary, identify each attached sheet as Form 25, reference the item number and identify the date prepared. The "date prepared/revised" on any attached sheets should match the "date prepared/revised" on this page.

General References: 273.162, 273.163, 273.271 to 273.275/277.162, 277.163, 277.271 to 277.275, 285.122, 285.123

SECTION A. SITE IDENTIFIER

Applicant/permittee: *Westmoreland Sanitary Landfill, LLC*

Site Name: *Sanitary Landfill*

Facility ID (as issued by DEP): *100277*

SECTION B. BASIC TREATMENT METHODS

- 1. Discharge to permitted POTW, following pretreatment, if required, by federal, state or local law or by discharge into another permitted treatment facility.
- 2. On-site treatment and discharge to stream.
- 3. Spray irrigation following treatment.
- 4. Other:

For Proposed Site: Will permanent leachate pre-treatment method be in-place before placement of waste? *N/A*

SECTION C. COMPONENTS OF LEACHATE TREATMENT PLAN

Check and/or Describe

- | | |
|---|--|
| 1. Estimate of annual leachate quantity and quality and supporting calculations. | <u><i>Attachment 25-1 & 25-2</i></u> |
| <input checked="" type="checkbox"/> 2. Plans, designs, and cross sections for the proposed collection and handling system. | <u><i>Attachment 25-4</i></u> |
| <input type="checkbox"/> 3. Plans, designs, and cross-sections for on-site leachate treatment or disposal systems. | <u><i>N/A</i></u> |
| <input type="checkbox"/> 4. Description of on-site treatment system already in operation, including NPDES number, capability to treat leachate, and compliance status under The Clean Streams Law. | <u><i>N/A</i></u> |
| 5. If interim vehicular transportation to an off-site treatment facility is proposed, provide: | |
| <input checked="" type="checkbox"/> a. Copy of signed contractual agreement with operator of off -site facility, or | <u><i>Exhibit 25-4.1</i></u> |
| <input type="checkbox"/> b. Signed letter of intent from operator of the off-site facility to enter a contractual agreement for leachate treatment. | <u><i>N/A</i></u> |
| <input type="checkbox"/> c. Copy of signed contractual agreement with the operator of a 2nd off-site facility as backup, or | <u><i>N/A</i></u> |
| <input type="checkbox"/> d. Signed letter of intent from operator of the 2nd off-site facility to enter a contractual agreement f or leachate treatment. | <u><i>N/A</i></u> |
| <input type="checkbox"/> e. Additional bond in amount sufficient to pay for the cost of vehicular transportation and off-site leachate treatment until final closure; if off-site treatment is negligent. | <u><i>N/A</i></u> |
| <input type="checkbox"/> f. Submit plans, designs, and cross-sections for an on site pretreatment facility. | <u><i>N/A</i></u> |
| 6. If recirculation of raw or pretreated leachate is proposed in conjunction with another method, describe: | |
| <input type="checkbox"/> a. Designs and cross-sections of leachate distribution method. | <u><i>N/A</i></u> |
| <input type="checkbox"/> b. Methods to prevent leachate seeps and breakouts. | <u><i>N/A</i></u> |
| <input type="checkbox"/> c. Methods to prevent odors, runoff, and ponding. | <u><i>N/A</i></u> |
| <input checked="" type="checkbox"/> 7. Schedule and method for cleaning sludges from the leachate storage and treatment system, and a plan for disposing of such sludges. | <u><i>Attachment 25-4</i></u> |
| <input checked="" type="checkbox"/> 8. Method for measuring average flow rate of leachate from landfill to leachate storage/treatment system. | <u><i>Attachment 25-4</i></u> |
| <input checked="" type="checkbox"/> 9. Identify if leachate pumping occurs. | <u><i>Attachment 25-4</i></u> |
| <input checked="" type="checkbox"/> 10. Plans and designs for secondary containment of underground pipes used for the transport of leachate from the liner system. | <u><i>Attachment 25-4</i></u> |

SECTION D. ADDITIONAL INFORMATION

Location in Application

1. Interim Leachate Transportation

Attachment 25-10

Check appropriate items:

- 1. A permitted and fully operating system for fully pre-treating leachate will be installed before disposal of waste.
- 2. Direct discharge into a POTW or other permitted treatment facility is attainable within 3 years.
- 3. Discharge of treated leachate into a receiving stream in a manner consistent with The Clean Stream Law is attainable within 3 years.
- 4. A leachate recirculation system will be constructed and operated.

2. Leachate Recirculation: (Prohibited, except for landfills with composite liners)

N/A

Describe design of system. Show that there is sufficient municipal waste capacity to absorb leachate and that the area subject to leachate recirculation is underlain by a composite liner. Describe system used to recirculate leachate:

3. Leachate Collection and Storage (for storage impoundments, submit Form 24):

Design leachate volume (gal./year)

Attachment 15-4

Tanks or Impoundments:

	#1 (existing)	#2 (existing)	#3 (existing)
1. Volume (gallons)	<u>250,000</u>	<u>250,000</u>	<u>440,000 each</u>
2. Dimensions (feet)	<u>106 x 72</u>	<u>106 x 72</u>	<u>50' dia., 34'H</u>
3. Freeboard (feet)	<u>1-ft</u>	<u>1-ft</u>	<u>2.3-ft</u>
4. Function (equalization, storage, etc.)	<u>storage</u>	<u>storage</u>	<u>storage</u>
5. Aeration Capacity	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
6. Detention Time	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
7. Secondary containment or liner	<u>Attachment 25-4</u>	<u>Attachment 25-4</u>	<u>Attachment 25-4</u>



FORM 25 – LEACHATE MANAGEMENT - PHASE II

ATTACHMENT 25-3

CURRENT LEACHATE COLLECTION AND HANDLING SYSTEMS

This narrative has been newly prepared to present a summary of the existing leachate collection and handling systems at the facility. Additionally, this narrative discusses the trucking of leachate for offsite disposal may be utilized.

Site Description

The Westmoreland Sanitary Landfill includes two disposal areas. There is an old approximately 20-acre unlined disposal area along the western limit of the existing landfill footprint. This older area was previously closed with a geomembrane cap and does not include a leachate collection system. The other disposal area consists of the Phase I/II/III area as well as the Southern and Northern Expansion Areas. These areas all include dual-liner systems and leachate collection systems. Future portions of the Southern Expansion will overlay the closed old unlined disposal area such that the geomembrane cap will remain in place and a new dual-liner system will be installed above the cap.

The following sections summarize the existing and proposed leachate collection and handling systems.

Existing Leachate Collection and Handling System

The existing landfill footprint includes the Phase I/II/III area and portions of the of the southern expansion area. Leachate collected within the lined Phase I/II/III area drains to a common sump and exits the lined landfill footprint through two permanent gravity penetrations and from there flows through dual-contained leachate piping to Manhole 3B. Leachate collected within the southern expansion area will drain through two permanent sumps (Cell S1 and Cell S6) of which one (Cell S1) has already been constructed. Leachate will drain from the sumps via gravity penetrations through dual-contained leachate piping to Manhole 3B. The future northern expansion area will include a total of three (3) sumps (located in Cell N1, Cell N5, Cell N6) which will collect leachate to be pumped into a future forcemain to be installed around the western landfill perimeter and transmit leachate down to Manhole 3B.

Manhole 3B consists of a series of HDPE manholes designed to provide valving and flowmeters to be able to individually monitor liquid flow through leachate collection and detection zones. The collection and detection flow from the three (3) permanent gravity sumps (Phase I/II/III, Cell S1 and Cell S6) passes through Manhole 3B and combines into one dual contained leachate conveyance pipe. Additionally, the future northern leachate forcemain from which liquids collected and pumped from the three (3) northern sumps (Cell N1, Cell N5 and Cell N6) discharges into this main dual-contained leachate conveyance pipe. Liquids then flow from Manhole 3B towards the onsite leachate storage tanks (2 existing, 1 future) where leachate may be temporarily stored or bypass the tanks for offsite discharge.

Currently, the existing leachate storage tanks are being used for flow equalization with the use of an electronic valve and flowmeter installed within a manhole directly downstream of the leachate storage tanks. Leachate exiting the tanks flows via gravity through dual-contained leachate piping towards the landfill entrance. All leachate is currently being loaded onto trucks for off-site disposal via the existing secondary containment area at the landfill entrance. The loadout area includes one 21,000-gallon fixed axle storage tank

(commonly referred to as a “frac” tank). A similar style tank with the same or less storage volume may be utilized. The geosynthetic containment area provides greater than 110% containment capacity for the frac tank. The loadout tank may remain in the secondary containment area but will typically be empty. The loadout tank may be used to pump any liquids within the containment area into the loadout tank which can be removed by leachate haulers as needed. The site has two direct connections to POTW facilities (Belle Vernon and Mon Valley) that are currently inactive but may be reactivated in the future.

In the event that WSL intends to send leachate via pipeline to an approved POTW, WSL will notify the PADEP at least five (5) business days prior to conveying any leachate to the POTW and the following information must be included.

- Point of interconnection with the sewer system
- Name and operator of the POTW
- Proof of any necessary sewage planning approval
- Copy of the signed service agreement with the POTW
- Documentation that the POTW is authorized by its governmental regulatory agency to accept landfill leachate and documentation that WSL provided POTW with laboratory analytics representative of the type and characteristics of WSL’s leachate prior to entering into an agreement
- Location of any existing combined or sanitary overflows from the system between the point of connection and the POTW. Information on the overflows such as location, extent and quantity shall be requested from the applicable POTW and included in the submission to the PADEP. WSL shall indicate any information not provided by the POTW as part of the submission.

FORM 25 – LEACHATE MANAGEMENT - PHASE II

ATTACHMENT 25-4

NARRATIVE RESPONSES

Exhibit 25-4.1

Acceptance Letters from POTW Facilities for Offsite Disposal

The facility currently has written acceptance to haul leachate to the following seven (7) offsite locations. The written acceptance from each facility is included here.

- **City of Alliance Municipal Sanitary Authority – Alliance, Ohio**
- **Seneca Landfill, Inc. – Butler County, Pennsylvania**
- **Westerly Waste Water Treatment Plant – Duncansville, Pennsylvania**
- **Eastern Ohio Regional Wastewater Authority – Bellaire, Ohio**
- **Greentree Landfill – Kersey, PA**
- **Johnstown Redevelopment Authority (Dornick Point) – Johnstown, Pennsylvania**
- **Akron Water Reclamation Facility – Akron, Ohio**

INDUSTRIAL WASTEWATER DISCHARGE FOR WESTMORELAND LANDFILL PERMIT NO. 507

In accordance with the provisions of the Johnstown Regional Sewage Rates, Rules and Regulations, Section 9.12 Wastewater contribution Permit and West Taylor Township Ordinance 5-2008

Westmoreland Sanitary Landfill
111 Conner Lane
Belle Vernon, PA 15012

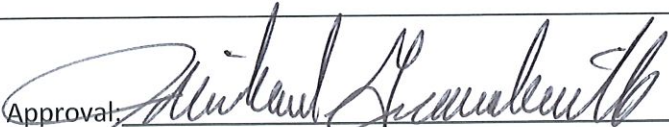
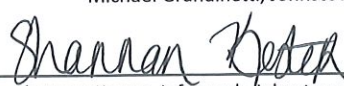

is hereby authorized to discharge wastewater from the above identified facility into the Johnstown Regional Sewage system, in accordance with the effluent limitations, monitoring requirements, and other terms and conditions set forth in the two attached documents entitled "Special Terms and Conditions of Permit No. 507", and "Standard Conditions for Wastewater Discharge Permits", which terms and conditions are incorporated herein and made a part of this permit by reference, as if fully and completely set forth herein.

All discharges authorized herein shall be consistent with the terms and conditions of this permit. The discharge of any pollutant identified in this permit at a concentration in excess of that authorized, shall constitute a violation of this permit.

This permit shall go into effect on **February 7th, 2022** and shall expire at midnight on **February 6th, 2025**

The permittee shall not discharge after the date of expiration. If the permittee wishes to continue to discharge after this expiration date, an application must be filed for reissuance of this permit, in accordance with the requirements of **Johnstown Regional Sewage Rates, Rules and Regulations, Section 9.12 Wastewater contribution Permit**

In the event of any conflict between the provisions of this permit and the provisions, standards, and/or requirements of **Section 9.12** of the **Johnstown Regional Sewage Rates, Rules and Regulations** or any other applicable local, state, or federal law, which is currently in effect or which may hereafter be enacted or adopted, the provisions, standards, and/or requirements of **Section 9.12** of the **Johnstown Regional Sewage Rates, Rules and Regulations** or of such other local, state, or federal law shall be controlling and shall prevail.

Johnstown Redevelopment Authority Approval:	
	Michael Grandinetti, Johnstown Redevelopment Authority Pretreatment Coordinator
Johnstown Regional Sewage Approval:	
	Shannan Kester, Inframark, Johnstown Regional Sewage Pretreatment Coordinator
Permit Approved by Authority on this	<u>22nd</u> day of <u>February</u> , <u>2022</u>
Responsible Official of Permitted Industry:	<u>Brad Midemyer</u> <u>VP-LF Operations</u>
	Printed Name of Responsible Official of Industry
Responsible Official of Permitted Industry:	
	Signature of Responsible Official of Industry
Permit Accepted by Industry on this	<u>22nd</u> day of <u>February</u> , <u>2022</u>

INDUSTRIAL WASTEWATER DISCHARGE FOR WESTMORELAND LANDFILL

PERMIT NO. 507

PART I- APPLICABLE EFFLUENT LIMITATIONS Section 1 Effluent Discharge Limits

- During the period of February 7th, 2022 to February 6th, 2025 the Permittee is authorized to discharge process wastewater to the Johnstown Regional Sewage sewer system from the outfall listed below:

<u>Outfall</u>	<u>Description</u>
Sampling Point #1	Leachate Tanks

- During the period of February 7th, 2022 to February 6th, 2025 the discharges from Sample Point 1 shall not exceed the following local limitations of Johnstown Regional Sewage, as approved by the U.S. Environmental Protection Agency and contained in West Taylor Township Ordinance 5-2008 shall apply:

<u>Parameter</u>	<u>Daily Maximum</u> <u>(mg/l)</u>
Arsenic	0.21
Cadmium	0.14
Chromium	4.58
Copper	2.38
Lead	0.85
Nickel	1.39
Silver	4.25
Zinc	0.76
Cyanide	1.7
TTO's	2.13
Nitrogen as Ammonia	16.0 May 01 to Oct 31
Nitrogen as Ammonia	34.0 November 01 to April 30
Mercury	0.0075
Molybdenum	0.12
Selenium	0.43

Ammonia loading from landfills is based upon a Maximum Industrial Headworks Limit (MIHL) of 565 lbs./day from May 01 to October 31 and upon an MIHL of 1207 lbs./day from November 01 to April 30. Since Laurel Highlands Landfill must utilize the WWTP for all of its leachate disposal, its discharge, in lbs./day, will first be calculated. Ammonia loading for any other landfill will be allocated from the remaining quantity of ammonia loading available after Laurel Highlands' discharge. Any hauled-in leachate must be first approved by the WWTP Project manager. **A current (less than 30 days old) ammonia analysis must be provided for approval.** The volume per day discharge allowed will be calculated using this ammonia analysis result.

INDUSTRIAL WASTEWATER DISCHARGE FOR WESTMORELAND LANDFILL PERMIT NO. 507

3. During the period of February 7th, 2022 to February 6th, 2025 , the discharge from Sample Point 1 and Sample Point 2 shall comply with all applicable regulations and standards contained in the Johnstown Regional Sewage Rates, Rules and Regulations, and West Taylor Township Ordinance 5-2008. No discharge shall:
- Have a pH lower than 5.0 or higher than 12.0
 - Contain any liquids, solids, or gases of flammable or explosive nature.
 - Contain any solid or viscous substances which may cause obstruction to the flow, such as grease, ashes, cinders, sand, metal, glass, feathers, plastics, or wood.
 - Contain a toxic pollutant in sufficient quantity either singly or by interaction with other pollutants, to injure or interfere with any wastewater treatment process, constitute a hazard to humans or animals, create a toxic effect in the receiving waters of the POTW, or to exceed the limitation set forth in a Categorical Pretreatment Standard. A toxic pollutant shall include, but no limited to, any pollutant identified pursuant to Section 307(a) of the Act.
 - Contain a noxious or malodorous liquid, gas or solid which creates a public nuisance or hazard to life.
 - Contain a substance which may cause the POTW's effluent or any other product of the POTW such as residues, sludges, or scums, to be unsuitable for reclamation and reuse or to interfere with the reclamation process.
 - Contain a substance which will cause the POTW to violate its NPDES and/or State Disposal System Permit or the receiving water quality standards.
 - Contain objectionable color not removed in the treatment process.
 - Having a temperature at introduction to the POTW higher than 104°F.
 - Contain any pollutant, including oxygen demanding pollutants (BOD, etc.), released at a flow rate and/or pollutant concentration which will cause interference to the POTW.

INDUSTRIAL WASTEWATER DISCHARGE FOR WESTMORELAND LANDFILL

PERMIT NO. 507

- Contain any radioactive wastes or isotopes or such half-life or concentration as may exceed limits established by the Project Manager in compliance with the applicable State or Federal Regulations.
- Any wastewater which causes a hazard to human life or creates a public nuisance.
- Any discharge causing interference at the POTW.
- Pollutants which result in the presence of the toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health or safety problems.
- Any trucked or hauled waste without prior approval of the POTW, and at the Discharge point designated by the POTW.

INDUSTRIAL WASTEWATER DISCHARGE FOR WESTMORELAND LANDFILL PERMIT NO. 507

Part II- MONITORING AND REPORTING REQUIREMENTS

Section 1 - - Monitoring Requirements

1. From the period beginning on the effective date of the Permit until February 6th, 2025 the Permittee shall monitor and **REPORT MONTHLY** for the following parameters for those months it discharges to the POTW:

Grab Samples

pH
Oil and Grease
Cyanide

24 Hour Composite Samples

BOD
Total Suspended Solids
Arsenic
Cadmium
Chromium
Copper
Lead
Nickel
Nitrogen as Ammonia
Silver
Zinc

1. The Permittee shall monitor and submit **WEEKLY** ammonia readings from a certified Lab when utilizing the POTW for Leachate disposal
2. The Permittee shall monitor for those TTO's reasonably expected to be present in the wastestream. The sample shall be a grab sample. A Form 50 submitted QUARTERLY shall be acceptable monitoring results for TTO's
3. The Permittee shall daily monitor the flow in gallons per day, by installing a sewage flow meter. For leachate that is hauled to the POTW, the Permittee will be provided with the discharge flow data by the POTW. The Permittee must also keep record of all discharge flow sent to the POTW. The results shall also be monthly reported to Johnstown Regional Sewage for those months that the Permittee discharges to the POTW.
4. If the Permittee does not discharge to the POTW during a reporting period, it shall submit a Zero Discharge report to the POTW
5. **The POTW has a right to refuse discharge due to lab analysis, POTW conditions or any other reason that can cause an upset to the POTW**

**INDUSTRIAL WASTEWATER DISCHARGE FOR WESTMORELAND LANDFILL
PERMIT NO. 507**

6. The permittee will also be monitored at least semi-annually by Johnstown Regional Sewage for the same parameters.
7. All handling and preservation of collected samples and laboratory analyses of samples shall be performed in accordance with 40 CFR Part 136 and amendments thereto unless specified otherwise in the monitoring conditions of this Permit.

Section 2 - - Reporting Requirements

1. **Monitoring Reports** – Monitoring results obtained shall be summarized and reported on a quarterly basis. The reports are due no later than 30 days after the end of the quarter being reported.
2. If the Permittee monitors any pollutant more frequently than required by this Permit, the results of such monitoring shall be submitted to Johnstown Regional Sewage with each monthly report.
3. Johnstown Regional Sewage may require a one-time monitoring for specific pollutants to verify their absence.
4. Johnstown Regional Sewage may require more frequent sampling of Local Limitations as set forth in the permit to ensure compliance is maintained.
5. It is the responsibility of the Industrial user to notify this office within 24 hours when a violation exists, and to re-sample and report the results within 30 days of discovery of the violation pursuant to 40 CFR 403.12(g)(2).
6. **Upset Slug or Accidental Discharge Report** – The Permittee shall notify Johnstown Regional Sewage immediately upon the occurrence of any upset, slug, or accidental discharge of substances prohibited by the Johnstown Regional Sewage Rates, Rules and Regulations, and the City of Johnstown Ordinance No. 5031. **IN THE CASE OF AN ACCIDENTAL DISCHARGE, IT IS THE RESPONSIBILITY OF THE PERMITTEE TO IMMEDIATELY TELEPHONE AND NOTIFY JOHNSTOWN REGIONAL SEWAGE AT 815 535-3805 OF THE INCIDENT. THE TELEPHONE ANSWERS 24 HOURS.** The notification shall include location of discharge, date, and time, thereof, type of waste, including concentration and volume, and corrective actions taken.

Within five (5) Days following an upset, slug, or accidental discharge the Permittee shall submit to Johnstown Regional Sewage a detailed written report.
The report shall specify:

INDUSTRIAL WASTEWATER DISCHARGE FOR WESTMORELAND LANDFILL PERMIT NO. 507

- a. Description and cause of the upset, slug, or accidental discharge, the cause thereof, and the impact on the Permittee's compliance status. The description should also include location of discharge, type, concentration, and volume of waste.
 - b. Duration of discharge, including exact dates and times of discharge, and if the discharge continues, the time by which the discharge is reasonably expected to end.
 - c. All steps taken or to be taken to reduce, eliminate, and prevent recurrence of such an upset, slug, accidental discharge, or other conditions of noncompliance.
7. All Industrial Users shall notify the POTW, the EPA Regional Waste Management Division Director, and the PADEP Hazardous Waste Authorities in writing of any discharge into the POTW of a substance which, if discharged, other than to the sewer, would be a hazardous waste under 40 CFR Part 261, and detail the name, hazardous waste number, and type of discharged, other than to the sewer, would be hazardous waste under 40 CFR Part 261, and detail the name, hazardous waste number, and type of discharge. If the Discharge is greater than 100 kg per calendar month, the industrial user shall also make known the hazardous constituents contained in the wastes, and an estimation of the mass and concentration of such constituents in the waste stream discharge during that calendar month and during the following twelve months.
 8. All notifications must take place within 180 days of promulgation of 40 CFR Section 403.12, or in the case of new discharges, within 180 days after the discharge of the list or characteristic hazardous waste. Any notification needs to be submitted only once for each hazardous waste discharged. Any changes to the discharge must be promptly brought to the attention of the POTW.
 9. Discharges of less than 15 kg of hazardous wastes per calendar month are exempt from reporting requirements unless the wastes are acute hazardous wastes as specified in 40 CFR Sections 261.301 (d) and 261.33 (c). Discharges of more than 15 kg of non-acute hazardous wastes in a calendar month or any quantity of acute hazardous wastes requires a one-time notification.
 10. Any Industrial User that requires notification under this section shall certify that it has a program in place to reduce the volume and toxicity of hazardous waste generated to the degree it has determined to be economically practical.

Report Filing

All reports or other submissions required by this Permit shall be submitted to:

Johnstown Regional Sewage
Attn: Ms. Shannan Kester
241 Asphalt Road
Johnstown, PA 15906

**INDUSTRIAL WASTEWATER DISCHARGE FOR WESTMORELAND LANDFILL
PERMIT NO. 507**

WASTEWATER DISCHARGE PERMIT STANDARD CONDITIONS

SECTION A. GENERAL CONDITIONS AND DEFINITIONS

1. Severability

The provisions of the permit are severable, and if any provision of this Permit, or the application of any provision of this Permit to any circumstance, is held invalid, the application of such provision to other circumstances, and the remainder of this Permit, shall not be affected thereby.

2. Duty to Comply

The Permittee must comply with all conditions of this Permit and the Johnstown Regional Sewage Rates, Rules and Regulations. Failure to comply with the requirements of these regulations may be grounds for administrative action, surcharges or enforcement proceedings including civil or criminal penalties, injunctive relief, and summary abatements.

3. Duty to Mitigate

The Permittee shall take all reasonable steps to minimize or correct any adverse impact on the environment resulting from noncompliance with this Permit, including such accelerated or additional monitoring as necessary to determine the nature and impact of the noncomplying discharge.

4. Permit Action

This Permit may be modified, revoked, re-issued, or terminated for good cause including, but not limited to, the following:

- a. To incorporate any new or revised Federal, State, or local pretreatment standards (Local Limits) or requirements.
- b. Material or substantial alterations or additions to the discharger's operation which were not covered in the effective Permit.
- c. A change in any condition that requires either a temporary or permanent reduction or elimination of the authorized discharge.
- d. Information indicating the permitted discharge poses a threat to the Johnstown Regional Sewage's collection and treatment systems, POTW personnel or the receiving waters.

INDUSTRIAL WASTEWATER DISCHARGE FOR WESTMORELAND LANDFILL PERMIT NO. 507

- e. Violation of any terms or conditions of this Permit.
- f. Obtaining this Permit by misrepresentation or failure to disclose fully all relevant facts; or
- g. Upon request of the Permittee, provided such request does not create a violation of any existing applicable requirements, standards, laws, or rules and regulations.

The filing of a request by the Permittee for a Permit modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance, does not stay any Permit condition.

5. Property Rights

The issuance of this Permit does not convey any property rights of any sort, or any exclusive privileges, nor does it authorize any injury to private property or any invasion of personal rights, nor any infringement of Federal, State, or local laws, and regulations.

6. Limitation on Permit Transfer

Wastewater Discharge Permits are issued to a specific user for a specific operation and are not assignable to another user or transferable to any other location without the prior written approval of Johnstown Regional Sewage. In the event of sale, the Permittee must inform the purchaser of all responsibilities and obligations under this Permit.

7. Dilution

The Permittee shall not increase the use of potable or process water, nor, in any way, attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with the limitations contained in this Permit.

8. Adverse Impact

The Permittee shall take all reasonable steps to minimize any adverse impact to the POTW resulting from noncompliance with any effluent limitation specified in this Permit, including such accelerated or additional monitoring as necessary to determine the nature and impact of the noncomplying discharge.

The Permittee shall immediately notify Johnstown Regional Sewage at 814-535-3805 of any upset, slug, or accidental discharge that may enter the public sewer, or any other significant changes in operations, wastewater characteristics and constituents. The telephone answers 24 hours.

**INDUSTRIAL WASTEWATER DISCHARGE FOR WESTMORELAND LANDFILL
PERMIT NO. 507**

9. Definitions

- A. **Daily Maximum**- The maximum allowable discharge of pollutant during a calendar day. Where daily maximum limitations are expressed in units of mass, the daily discharge is the total mass discharged over the course of the day. Where daily maximum limitations are expressed in terms of concentration, the daily discharge is the arithmetic average measurement of the pollutant derived from all measurements taken that day.
- B. **Grab Sample**- An individual sample collected in less than 15 minutes, without regard for flow.
- C. **Composite Sample**- A combination of individual samples obtained at regular intervals over a specified time-period. The volume of each individual sample may be either proportional to the flow rate during sample period (flow composite) or constant and collected at equal time intervals during composite period (time composite).
- D. **Monthly Average**- Other than for pH and fecal coliform bacteria, is the arithmetic mean of the values for effluent samples collected over a period of one calendar month. The monthly average for fecal coliform bacteria is the geometric mean of the value of the effluent samples collected over a period of one calendar month.
- E. **Significant Industrial User**- Any industrial user of the Johnstown Regional Sewage Wastewater disposal system who:
1. Is subject to National Categorical Pretreatment Standards; or
 2. Is a non-categorical industrial user that has a discharge flow of 25,000 gallons per day or more of process wastewater; or
 3. Contributes a process waste stream which makes up five percent or more of the dry weather hydraulic or organic capacity of the POTW or;
 4. Is designated as such by Johnstown Regional Sewage on the basis that it has a reasonable potential to adversely affect the operation of the POTW or to violate any pretreatment standard of Johnstown Regional Sewage or the E.P.A.
- F. **Upset**- Means an exceptional incident in which there is unintentional and temporary noncompliance with technology-based Permit effluent limitations because of factors beyond the reasonable control of the Permittee, excluding such factors as operational error, improperly designed or inadequate treatment facilities, or improper operation maintenance or lack thereof.
- G. **Bypass**- Means the intentional diversion of wastes from any portion of a treatment facility.

INDUSTRIAL WASTEWATER DISCHARGE FOR WESTMORELAND LANDFILL PERMIT NO. 507

SECTION B. OPERATION AND MAINTENANCE OF POLLUTION CONTROLS

1. Proper Operation and Maintenance

The Permittee shall always properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which, are installed or used by the Permittee to achieve compliance with the conditions of this Permit. Proper operation and maintenance include but is not limited to: effective performance, adequate funding, adequate operator staffing, and training, and adequate laboratory and process controls, including appropriate quality assurance procedures. This provision requires the operation of backup or auxiliary facilities or similar systems only when necessary to achieve compliance with the conditions of the Permit.

2. Duty to Halt or Reduce Activity

Upon reduction, loss or failure of the treatment facility, the Permittee shall, to the extent necessary to maintain compliance with its Permit, control production or all discharges or both until operation of the treatment facility is restored or an alternative method of treatment is provided. This requirement applies, for example, when the primary source of power of the treatment facility fails or is reduced. It shall not be a defense for a Permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity to maintain compliance with the conditions of this Permit.

3. Bypass of Treatment Facilities

- a. Bypass not exceeding limitations. The Permittee may allow any bypass to occur which does not cause effluent limitations to be exceeded, but only if it also is for essential maintenance to assure efficient operation.
- b. Notification of bypass
 - Anticipated bypass. If the Permittee knows in advance of the need for a bypass, it shall submit prior written notice, at least ten days before the date of the bypass, to the Johnstown Regional Sewage.
 - Unanticipated bypass. The Permittee shall immediately notify the Johnstown Regional Sewage and submit a written notice to the POTW within 24 hours of becoming aware of the bypass.

INDUSTRIAL WASTEWATER DISCHARGE FOR WESTMORELAND LANDFILL PERMIT NO. 507

4. Removed Substances

Solids, sludges, filter backwash, or other pollutants removed in the course of treatment or control of wastewaters shall be disposed of in accordance with Section 405 of the Clean Water Act and Subtitles C and D of the Resource Conservation and Recovery Act.

SECTION C. MONITORING AND RECORDS

1. Representative Sampling

Samples and measurements taken as required herein shall be representative of the volume and nature of the monitored discharge. All samples shall be taken at the monitoring points specified in this Permit and, unless otherwise specified, before the effluent joins or is diluted by any other wastes team, body of water or substance. Monitoring points shall not be changed without notification to and the approval of the Johnstown Regional Sewage.

2. Flow Measurements

If flow measurement is required by this Permit, the appropriate flow measurement devices, and methods consistent with approved scientific practices shall be selected and used to ensure the accuracy and reliability of measurements of the volume of monitored discharges. The devices shall be installed, calibrated, and maintained to ensure that the accuracy of the measurements is consistent with the accepted capability of that type of device. Devices selected shall be capable of measuring flows with a maximum deviation of less than 10% from true discharge rates throughout the range of expected discharge volumes.

3. Analytical Methods to Demonstrate Continued Compliance

Sampling and analysis of these samples shall be performed in accordance with the techniques prescribed in 40 CFR Part 136 and amendments thereto.

4. Additional Monitoring by the Permittee

If the Permittee monitors any pollutant more frequently than required by this Permit, using approved test procedures, or as specified in this Permit, the results of this monitoring shall be included in the Permittee's self-monitoring reports.

INDUSTRIAL WASTEWATER DISCHARGE FOR WESTMORELAND LANDFILL PERMIT NO. 507

5. Inspection and Entry

The Permittee shall allow Johnstown Regional Sewage, or an authorized representative, upon the presentation of credentials and other documents as may be required by law, to:

- a. Enter upon the Permittee's premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of this Permit.
- b. Have access to and copy, at reasonable times, any records that must be kept under the conditions of this Permit.
- c. Inspect at any time any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this Permit.
- d. Sample or monitor, for the purposes of assuring Permit compliance, any substances, or parameters at any location.
- e. Inspect any production, manufacturing, fabrication, or storage area where pollutants, regulated under the Permit, could originate.

6. Retention of Records

- a. The Permittee shall retain records of all monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation, copies of all reports required by this Permit, and records of all data used to complete the application for this Permit, for a period of at least three years from the date of the sample, measurement, report or application. This period may be extended by request of Johnstown Regional Sewage at any time.
- b. All records that pertain to matters that are the subject of special orders or any other enforcement or litigation activities brought by the Johnstown Regional Sewage shall be retained and preserved by the Permittee until all enforcement activities have concluded and all periods of limitation with respect to any and all appeals have expired.

7. Record Contents

Records of sampling information shall include:

- a. The date, exact place, time and methods of sampling or measurements, and sample preservation techniques or procedures.

INDUSTRIAL WASTEWATER DISCHARGE FOR WESTMORELAND LANDFILL PERMIT NO. 507

- b. A properly signed Chain-of-Custody for all sample activity.
- c. Who performed the sampling or measurements;
- d. The date(s) analyses were performed;
- e. Who performed the analyses;
- f. The analytical techniques or methods used; and
- g. The results of such analyses.

8. Falsifying Information

Knowingly making any false statement on any report or other document required by this Permit or knowingly rendering any monitoring device or method inaccurate, may result in punishment under criminal law proceedings as well as being subjected to civil penalties and injunctive relief.

SECTION D. ADDITIONAL REPORTING REQUIREMENTS

1. Planned Changes

The Permittee shall give notice to Johnstown Regional Sewage 90 days prior to any facility expansion, production increase, or process modifications which results in new or substantially increased discharges or a change in the nature of the discharge.

2. Anticipated Noncompliance

The Permittee shall give advance notice to Johnstown Regional Sewage of any planned changes in the permitted facility or activity which may result in noncompliance with Permit requirements.

3. Duty to Provide Information

The Permittee shall furnish to Johnstown Regional Sewage, within a reasonable time, any information which Johnstown Regional Sewage may request to determine whether cause exists for modifying, revoking, and reissuing, or terminating this Permit, or to determine compliance with this Permit. The Permittee shall also furnish to Johnstown Regional Sewage, upon request, copies of records required to be kept by this Permit.

INDUSTRIAL WASTEWATER DISCHARGE FOR WESTMORELAND LANDFILL PERMIT NO. 507

4. Signatory Requirements

All applications, reports or information submitted to Johnstown Regional Sewage shall be signed and certified.

a. All Permit applications shall be signed:

- For a corporation: by a principal executive officer of at least the level of vice-president.
- For a partnership or sole proprietorship: by a general partner or the proprietor, respectively.

b. All other correspondence, reports and self-monitoring reports shall be signed by a person described above or by a duly authorized representative of that person. A person is a duly authorized representative only if:

- The authorization is made in writing by a person described above.
- The authorization specified either an individual or a position having responsibility of the overall operation of the regulated facility or activity, such as the position of plant manager, superintendent, or position of equivalent responsibility. (A duly authorized representative may thus be either a named individual or any individual occupying a named position).

c. Certification- any person signing a document under this section shall make the following certification:

"I certify under penalty of law that I am familiar with the information contained in this report and its attachments and that to the best of my knowledge and belief such information is true, complete, and accurate."

d. Any change in signatures shall be submitted to Johnstown Regional Sewage in writing within 30 days after the change.

5. Operating Upsets

Any Permittee that experiences an upset in operation that places the Permittee in a temporary state of noncompliance with the provisions of this Permit, the Rates, Rules and Regulations of Johnstown Regional Sewage and City of Johnstown Ordinance No. 5031, shall inform Johnstown Regional Sewage immediately upon the first awareness of the commencement of the upsets in accordance with the Rules and Ordinance.

INDUSTRIAL WASTEWATER DISCHARGE FOR WESTMORELAND LANDFILL

PERMIT NO. 507

Where such information is given orally, a written follow-up report thereof shall be filed by the Permittee with Johnstown Regional Sewage within 24 hours. The report shall specify:

- a. Description of the upset or slug load, the cause(s) thereof and the upset's or slug load's impact on Permittee's compliance status;
- b. Duration of noncompliance, including exact dates and times of Page noncompliance, and if the noncompliance continues, the time by which compliance is reasonably expected to occur;
- c. All steps taken or to be taken to reduce, eliminate, and prevent recurrence of such an upset, slug load, or other conditions of noncompliance.

6. Annual Publication

A list of all industries which are in Significant Noncompliance during the twelve (12) previous months, as defined in the Johnstown Regional Sewage Rates, Rules and Regulations, and West Taylor Township Ordinance 5-2008, shall be annually published by Johnstown Regional Sewage in the Johnstown Tribune-Democrat.

7. Civil and Criminal Liability

Nothing in this Permit shall be constructed to relieve the Permittee from civil and/or criminal penalties for noncompliance under Section 9.23 of the Rates, Rules and Regulations of Johnstown Regional Sewage and West Taylor Township Ordinance 5-2008.

8. Penalties for Violations of Permit Conditions

Section 9.23 of the Johnstown Regional Sewage Rates, Rules and Regulations and West Taylor Township Ordinance 5-2008, provides that any person who violates a Permit condition is subject to a civil penalty of a minimum of not more than \$25,000.00 a day for each offense. Each day on which a violation shall occur or continue shall be deemed a separate offense.

9. Recovery of Costs Incurred

In addition to civil and criminal liability, the Permittee violating any of the provisions of this Permit, Johnstown Regional Sewage Rates, Rules and Regulations and West Taylor Township Ordinance 5-2008, causing damage to or otherwise inhibiting the Johnstown Regional Sewage for any expense, loss, or damage caused by such violation or discharge. And for any cleaning, repair, or replacement work caused by the violation or discharge. Refusal to pay the assessed costs shall constitute a separate violation of this Permit, Johnstown Regional Sewage Rates, Rules and Regulations, and West Taylor Township Ordinance 5-2008.



March 30, 2022

VIA ELECTRONIC DELIVERY

Richard Walton
Westmoreland Sanitary Landfill, LLC
111 Conner Lane
Belle Vernon, PA 15012-4519
rwalton@nobleenviro.com

Re: Additional Facility for Leachate
Sanitary Landfill
Permit No. 100277
Rostraver Township, Westmoreland County

Dear Mr. Walton:

As required by Paragraph 5 of the February 13, 2020 Consent Order and Agreement, Sanitary Landfill has requested written approval from the Department of Environmental Protection (DEP) to transport its landfill leachate to an additional treatment facility. The request was made by email dated February 24, 2022 from Mr. Jason Horan.

This letter grants written approval for leachate from Sanitary Landfill to be transported to the Johnstown Redevelopment Authority Dornick Point Sewage Treatment Plant for processing. Prior to transporting your leachate to this facility, you should be sure that the Dornick Point Sewage Treatment Plant has all of the approvals that they need from the DEP's Clean Water program to accept this additional waste stream.

If you have any questions, please contact me at **412.442.4130**.

Sincerely,

Sharon Svitek

Sharon Svitek
Program Manager
Bureau of Waste Management

cc: B. Minemyer, bminemyer@nobleenviro.com
J. Horan, jhoran@nobleenviro.com
C. Kriley, DEP CW
L. Fike, DEP WM
Region



October 10, 2024

Westmoreland Sanitary Landfill, LLC
111 Conner Lane
Belle Vernon, PA 15012

Subject: Greentree Landfill, LLC
Acceptance of landfill Leachate
Fox Township, Elk County, Pennsylvania.

This letter has been prepared to notify Westmoreland Sanitary Landfill, LLC (WSL) that Greentree Landfill, LLC (Greentree) will accept landfill leachate for treatment at our Centralized Waste Treatment (CWT) facility in Kersey, Pennsylvania. The CWT facility is located at the Greentree Landfill and permitted through the PADEP (NPDES PA0103446).

As shown in the attached email, the PADEP has confirmed the facility's ability to accept the WSL leachate in accordance with the NPDES permit and applicable regulations. In addition, we understand that WSL has notified the PADEP Southwest Region of your intent to truck leachate to our facility at your will as needed. Greentree Landfill is willing to accept up to two truckloads (or 10,000-gallons) of leachate per day for a period of 24-months from the date of this letter. Should WSL wish to send leachate for a longer period of time, WSL shall request an Extension in writing to Greentree Landfill.

Should you have any questions or need any additional information, please do not hesitate to contact me at (814) 591-3136

Sincerely,

A handwritten signature in blue ink, appearing to read "Donald Henrichs", is written over a light blue horizontal line.

Donald Henrichs
Senior Vice President of Operations

cc: Mr. Michael E. Zucatti, Noble Environmental, Inc. – 1 Copy (electronic)

Kyle Fitzroy

From: Kicher, Eric <ekicher@pa.gov>
Sent: Wednesday, February 1, 2023 8:08 AM
To: John Schwalbe
Cc: Donald Henrichs; Dickey, Justin
Subject: [EXTERNAL]RE: [External] Receipt of Westmoreland Landfill Leachate

CAUTION: This email originated from outside your organization. Use caution when clicking links or opening attachments.

John- Greentree Ldfl is authorized to accept hauled-in wastes, including landfill leachate. You'll want to refer to Parts A III.C.3. and C V. of the NPDES Permit, which relate to the requirements for record keeping and reporting of any hauled-in wastes accepted.

From: John Schwalbe <jschwalbe@Nobleenviro.com>
Sent: Tuesday, January 31, 2023 12:08 PM
To: Kicher, Eric <ekicher@pa.gov>
Cc: Donald Henrichs <dhenrichs@Nobleenviro.com>
Subject: [External] Receipt of Westmoreland Landfill Leachate

ATTENTION: This email message is from an external sender. Do not open links or attachments from unknown senders. To report suspicious email, use the [Report Phishing button in Outlook](#).

Eric;

Thanks for the call. We will get you and update on Greentree and the upgrades we have planned.

On a separate topic, Southwest DEP has requested that we receive confirmation from the Northwest DEP office that we can take Westmoreland Sanitary Landfill Leachate beginning later this week. As we discussed this morning we have months of available storage and the plant is able to take more leachate that we currently have available to send to the plant. In addition Westmoreland leachate is lower strength than Greentree leachate but we would make sure to start slow and buildup provided it meets all of our permit conditions and requirements.

If you can send a confirmation Email, we would send it to DEP Southwest to meet the Westmorland DEP reporting requirements.

THANKS
BE SAFE
JOhn



February 6, 2023

VIA ELECTRONIC DELIVERY

Richard Walton
Westmoreland Sanitary Landfill, LLC
111 Conner Lane
Belle Vernon, PA 15012-4519
rwalton@nobleenviro.com

Re: Additional Facility for Leachate
Sanitary Landfill
Permit No. 100277
Rostraver Township, Westmoreland County

Dear Mr. Walton:

As required by Paragraph 5 of the February 13, 2020 Consent Order and Agreement, Sanitary Landfill has requested written approval from the Department of Environmental Protection (DEP) to transport its landfill leachate to an additional treatment facility. The request to transport landfill leachate from Sanitary Landfill to the Greentree Landfill wastewater treatment facility was initially made by email dated August 1, 2022 from Jason Horan; however, due to Greentree Landfill NPDES compliance issues, approval was not granted at that time. On February 1, 2023 a second email request for written approval to transport Sanitary Landfill leachate to the Greentree Landfill wastewater treatment plant was received from Michael Zucatti. After consultation with the DEP Northwest Regional Office Clean Water Program, we have decided to approve the request.

This letter grants written approval for leachate from Sanitary Landfill to be transported to the Greentree Landfill wastewater treatment facility for processing. If it is determined that this additional leachate is the cause of non-compliance with the Greentree Landfill NPDES permit, then this approval will be rescinded.

If you have any questions, please contact me at **412.442.4130**.

Sincerely,

Sharon Svitek
Program Manager
Bureau of Waste Management

cc: B. Minemyer (bminemyer@nobleenviro.com)
J. Horan (jhoran@nobleenviro.com)
M. Zucatti (mzucatti@nobleenviro.com)
J. Dickey, DEP NWRO (judickey@pa.gov)
L. Fike, DEP SWRO (lafike@pa.gov)
Region

LEACHATE TREATMENT & DISPOSAL AGREEMENT

This agreement is entered into as of August 2, 2024 (the "Agreement"), between the City of Akron, Ohio, an Ohio charter municipal corporation-(the "City") with a mailing address of 166 South High Street, Akron, Ohio 44308, and Noble Environmental Specialty Services, LLC, a Pennsylvania limited liability company (the "Company"), whose mailing address is 635 Toby Road, Kersey, PA 15846.

- A. The City owns, operates and maintains a wastewater treatment plant known as the Akron Water Reclamation Facility located at 2460 Akron-Peninsula Road, Akron, Ohio 44313 (the "WRF").
- B. The Company operates a solid waste landfill located at 111 Conner Lane, Belle Vernon, PA 15012 (the "Facility"), which produces non-hazardous liquid leachate.
- C. The City is willing to provide leachate treatment and disposal services for the consideration and upon the terms and conditions hereinafter stated.

In consideration of the mutual covenants, promises, conditions and terms to be kept and performed, it is agreed between the parties hereto as follows:

Section 1. Leachate Delivery

The Company will only deliver non-hazardous liquid leachate produced at the Facility to the unloading point at the WRF, as designated by the City. The Company transports leachate to the WRF via tanker truck and provides all necessary couplings, hoses, and appurtenances for leachate unloading, all at the Company's sole expense. The City shall have the right to approve the proposed tanker truck route to the WRF and shall have sole authority to direct and control the location and movement of any tanker truck while the same is located on City-owned property.

Unless otherwise designated by the City, the unloading point shall be the permanent holding tank system and unloading station at the WRF.

Section 2. Leachate Quality.

The City will only accept non-hazardous leachate generated and collected at the Facility for treatment and disposal (the "Leachate"). The Company shall provide a written certification to the City that the Leachate is a non-hazardous waste under Ohio law and agrees to indemnify and hold the City harmless for any claim, damage, or cost arising from, or relating to, a breach of this certification/representation. The Company shall, at least annually, collect a representative sample of the Leachate from the Facility, which shall be analyzed for Priority Pollutants as listed by the USEPA at the following link:

<https://www.epa.gov/sites/production/files/2015-09/documents/priority-pollutant-list-epa.pdf>

At its own cost, the City may choose to sample and analyze the Leachate for COD

concentration on a regular basis. The City reserves the right to renegotiate the service fee and/or discontinue receiving the Leachate if the COD concentrations regularly exceed 40,000 mg/1 COD. Any laboratory results produced by the City will be shared with the Company.

Section 3. Leachate Quantity.

The City reserves the absolute right to limit leachate discharge to the WRF based on operating conditions at the WRF, as may be determined in the sole discretion of the City. The City shall calculate leachate quantity received from the Facility upon delivery via flowmeter. If delivery meter is non-functional, monthly volumes shall be calculated by use of truck delivery tickets.

Section 4. Payment.

The Company agrees to pay the City **3.0¢ cents per gallon** for treatment and disposal of Leachate under the terms of this Agreement. Invoices will be prepared monthly by the City and sent to Company for payment. The Company must make payment on all invoices within 30 days from its receipt of said invoices. If a payment or payments are not timely received by the City, the City may impose a late payment penalty in the amount of 10% of the total delinquent outstanding invoice(s) amount (the "Penalty").

Section 5. Amendments.

Any significant changes to the terms and conditions provided for in this Agreement shall be performed under the terms of a separate written supplementary agreement signed by both City and Company.

Section 6. Term.

The term of this Agreement shall be deemed to have commenced as of May 22, 2024, and shall continue through December 31, 2025, unless terminated earlier in accordance with other provisions of this Agreement (the "Term").

Section 7. Termination.

The City or the Company may elect to terminate this Agreement at any time upon 10 days advanced written notification made to the other party at the mailing addresses listed above, with additional copies delivered to the WRF and the Facility. Termination of this Agreement shall not relieve either party of obligations incurred prior to such termination, nor shall it effect any certification made by Company or indemnification provision contained herein, all of which shall expressly survive termination. Immediately upon receipt of such notification from the City, the Company shall cease all Leachate discharges to the WRF unless such notification states otherwise. In the event of termination, the parties will mutually determine the compensation due to the City. Assuming all outstanding amounts due, including any Penalties, are paid to City, neither the City nor Company shall make any claim for additional compensation by reason of

termination.

No elected official, employee, or agent of the City may be personally liable to the Company, or any successor in interest, in the event of any default or breach by the City or on any obligations under the terms of this Agreement.

Section 8. Suspension.

The City shall have the ability to temporarily suspend Leachate deliveries at any time upon discovery of conditions that prohibit compliance with its National Pollutant Discharge Elimination System permit. If it is necessary to suspend Leachate deliveries, the City shall provide written notice to Company at the mailing address listed above with a copy delivered to the Facility.

Section 9. Indemnity/Hold Harmless.

The Company shall indemnify, defend, and hold the City harmless from and against any and all liabilities, losses, claims, damages, costs, expenses, and disbursements of any kind or nature whatsoever resulting from the negligence or willful misconduct of the Company in the performance of its obligations under this Agreement. In no event shall either the City or Company be liable to the other in contract or in tort for consequential damages, which for purposes of this Agreement shall be defined as loss of profits, downtime expense or increased costs of operation of equipment, lost production, loss of use of productive facilities, or increased expenses of operations. The Company, as referred to herein, shall include all of its agents, employees, contractors and subcontractors. Nothing herein shall be construed as to make the Company responsible for the negligence of the City.

In any and all claims against the City, the indemnification obligations under this Agreement shall not be limited in any way by any limitation on the amount or type of damage compensation or benefits payable under workers' compensation acts, disability benefits, or other employee benefit acts.

Section 10. Insurance.

(a) The Company shall purchase and maintain, or cause to be purchased and maintained, during the life of this Agreement at his own expense, the following insurance as specified below. All insurance required hereunder shall apply to and cover loss or liability caused by, arising out of, or resulting from the acts of the Company that could arise under this Agreement. The amounts of such insurance shall be no less than the following:

1. General Liability insurance: In an amount not less than \$2,000,000, each occurrence, and \$2,000,000 general aggregate, including without limitation, bodily injury, personal injury and advertising injury, property damage, broad form property damage, and broad-form contractual liability arising from or relating to this Agreement,

coverage as respects independent contractors, operating mobile equipment, products and completed operations, explosion, collapse and underground hazards.

2. Automobile Liability insurance: In an amount not less than \$2,000,000, combined single limit, bodily injury and property damage arising from all vehicles owned by, hired by, or used by or on behalf of Company. The coverage must be endorsed with ISO Form CA 99 48, or substitute form providing equivalent coverage, to include without limitation, coverage respecting liability arising out of the transporting, loading or unloading of hazardous materials.
 3. Contractor's Pollution Liability: In an amount not less than \$2,000,000 each occurrence, and \$2,000,000 annual aggregate covering loss and liability arising out of or relating to such Leachate delivery and disposal. Insurance shall cover and include claims alleging bodily injury, property damage, or clean-up which shall include investigation, response, removal, remediation and neutralization of the pollution condition for both on and off-site claims or to any other location to which Leachate was transported from the Facility. Contractor's Pollution Liability insurance may be written on a claims-made basis provided such policy shall either (a) be renewed annually for a period of not fewer than ten (10) years after substantial completion of the services under this Agreement with substantially the same terms and conditions or (b) include an extended reporting period endorsement or clause providing not less than ten (10) years within which a claim may be made under the policy respecting performance of the services; the retroactive date of any insurance policy required herein that is issued on a claims-made basis shall coincide with or precede the commencement of this Agreement, whether such insurance is existing, renewed or replaced; the cost for such ten (10) year period shall be borne exclusively by Company; provided further that if such insurance is written on a claims-made basis then the per occurrence limits stated above shall apply per incident; limits of liability shall apply on a per-project basis, if commercially feasible.
 4. The General Liability, Automobile Liability and Contractor's Pollution Liability insurance limit requirements may be satisfied by the purchase and maintenance of any combination of primary, Excess and/or Umbrella insurance.
- (b) The Company shall furnish to the City a certificate of insurance showing that the insurance described in Section 10(a) is in full force and effect prior to the commencement of any work under this Agreement. The insurance policies shall be written with an acceptable company with a Best rating of A- or better or a Standard and Poors rating of BBB or better, authorized and licensed to do business in the State of Ohio, shall be written in a form acceptable to the Director of Law of the City of Akron, shall be in force prior to any work of the Company being commenced, and shall be kept in effect until all work has been satisfactorily

completed as determined by the City. The certificate of insurance shall be furnished to the City of Akron and shall be approved by the City Law Director before work commences. The City of Akron shall be named as an additional insured on all General Liability, Automobile Liability and Contractor's Pollution Liability. The extent of the additional insured coverage shall be no less broad than that provided under ISO Form CG 20 26 11/85 for General Liability (or a substitute form providing equivalent coverage, including the combination of CG 20 10 10/01 and CG 20 26 10/01) and ISO For CA 20 48 02/99 for Auto Liability. The additional insured coverage afforded under Company's General Liability policy shall include both ongoing and completed operations. The insurance coverage to be purchased and maintained by Company as required by this Agreement shall be primary to any insurance, self-insurance, or self-funding arrangement maintained by the City, which shall not contribute therewith, and there shall be a severability of interests under the insurance policies required by this Agreement for all coverages provided under said insurance policies and otherwise provide cross liability coverage. All policies shall provide for 30 days written notice of cancellation to the City. Further, the Company shall provide the City with the additional insured endorsements in a form acceptable to the City of Akron Director of Law.

- (c) The Company shall further require the same amount and type of insurance from any subcontractors utilized in the transport and disposal of the Leachate under this Agreement.

Section 11. Assignment.

The City and the Company each binds itself and its successors, executors, administrators, and assigns to the other party to this Agreement and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. Neither the City nor the Company shall assign, sublet, or transfer its interest to this Agreement without the express written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto.

Section 12. Worker's Compensation.

To the extent applicable, the Company shall comply with all Federal, State, and City laws, statutes, resolutions, ordinances, rules and/or regulations, including the Worker's Compensation Law of the State of Ohio. The Company shall provide or cause to be provided at its own expense to the City certificates showing that it and/or its subcontractors are carrying Workers' Compensation.

Section 13. Compliance with Laws.

The Company shall comply with all applicable federal, state and local laws and

ordinances, including, but not limited to safety and fair labor practices and Sections 34.03 and 38.01-38.06 of the Code of Ordinances of the City of Akron, Ohio involving public contracts, which is incorporated herein by reference and made a part hereof as if fully written herein.

Section 14. Force Majeure.

Except as otherwise provided, neither the City nor the Company will be considered in default in its obligations, if the delay in performance is due to unforeseeable causes beyond their control and without fault or negligence. Those unforeseeable causes include limitation, acts of God or of the public enemy, acts of the federal or state government, acts or delays of the other party, fires, floods, unusually severe weather, epidemics and/or pandemics, freight embargoes, unavailability of materials, strikes or delays of contractors, subcontractors or materialmen due to any of those causes, but not including lack of financing or financial capacity by the Company.

Section 15. Debarment.

Company hereby certifies that it (a) is not currently (1) debarred from participating in any solicitation, procurement, or contract providing any goods or services to any State of Ohio agency or (2) excluded (as defined at 2 Code of Federal Regulations (C.F.R.) § 180.940) or disqualified (as defined at 2 C.F.R. § 180.935) and (b) will not hire subcontractors or vendors of any tier that are currently (1) debarred from participating in any solicitation, procurement, or contract providing any goods or services to any State of Ohio agency or (2) excluded (as defined at 2 C.F.R. § 180.940) or disqualified (as defined at 2 C.F.R. § 180.935). Company must require subcontractors or vendors of any tier to make the same certifications contained in this paragraph. Company shall immediately notify the City upon any inquiry or commencement of any such proceeding, including the purported basis for any such action.

Section 16. Savings Clause.

If any provision of this Agreement is declared unenforceable, invalid, illegal, or in conflict with the law, the enforceability, legality and validity of the remaining provisions of the Agreement shall not be affected or impaired in any manner and shall remain in full force and effect.

Section 17. Publicity.

Company agrees that it will not make any social media, blog, press releases, interviews, or make any other communications, either public or private, regarding its Agreement with the City without the prior written consent of the City.

Section 18. Governing Law/Venue.


This Agreement shall be governed and interpreted under Ohio law, irrespective of any conflict of law provision that would determine otherwise. All disputes arising out of or related to this Agreement must be litigated in a state or municipal court sitting in Akron, Ohio, and

the parties voluntarily submit themselves to the jurisdiction and venue of those courts.


{Signatures to Follow}

In witness whereof, the parties have caused this Agreement to be executed as of the day and year first written above.

THE CITY OF AKRON, OHIO

By: 
Chris D. Ludle
Director of Public Service

NOBLE ENVIRONMENTAL SPECIALTY SERVICES, LLC

By: 
Print Name: Alexander Sulkowski
Title: President

Approved as to form and correctness:


Deborah S. Matz, Director of Law *DH*
City of Akron, Ohio

FORM 25 – LEACHATE MANAGEMENT - PHASE II

ATTACHMENT 25-10

LEACHATE TRUCKING

Summary

Westmoreland Sanitary Landfill currently has written acceptance to haul leachate to the City of Alliance Municipal Authority in Alliance, Ohio, Seneca Landfill, Inc in Butler County, Pennsylvania, Westerly Waste Water Treatment Plant in Butler County, Pennsylvania the Eastern Ohio Regional Wastewater Authority in Bellaire, Ohio, Greentree Landfill in Kersey, Pennsylvania, Johnstown Redevelopment Authority Dornick Point in Johnstown, Pennsylvania and Akron Water Reclamation Facility in Akron, Ohio. WSL is currently trucking to these facilities using internal trucks operated by WSL personnel or a third-party. WSL previously held contracts with several outside haulers where an agreement could be re-activated if needed in the future.

Copies of the written acceptance letters from each of the POTW facilities are included Attachment 25-4.

Trucking Operations

Typical tracking of leachate trucking is performed through a multi-step process. Prior to beginning transportation of a load, each driver (WSL personnel) completes a Waste Log for each truck load. This log is provided to WSL personnel and is maintained on site. Once the load has been transported to its destination, drivers are required to sign-in at each disposal facility. Additionally, trucking logs including information such as driver name, truck identification, load volume, data and time of delivery are completed each day for each load. These logs are provided to WSL on a monthly basis. The residual waste logs, driver sign in sheets and trucking logs are maintained by WSL personnel on site.

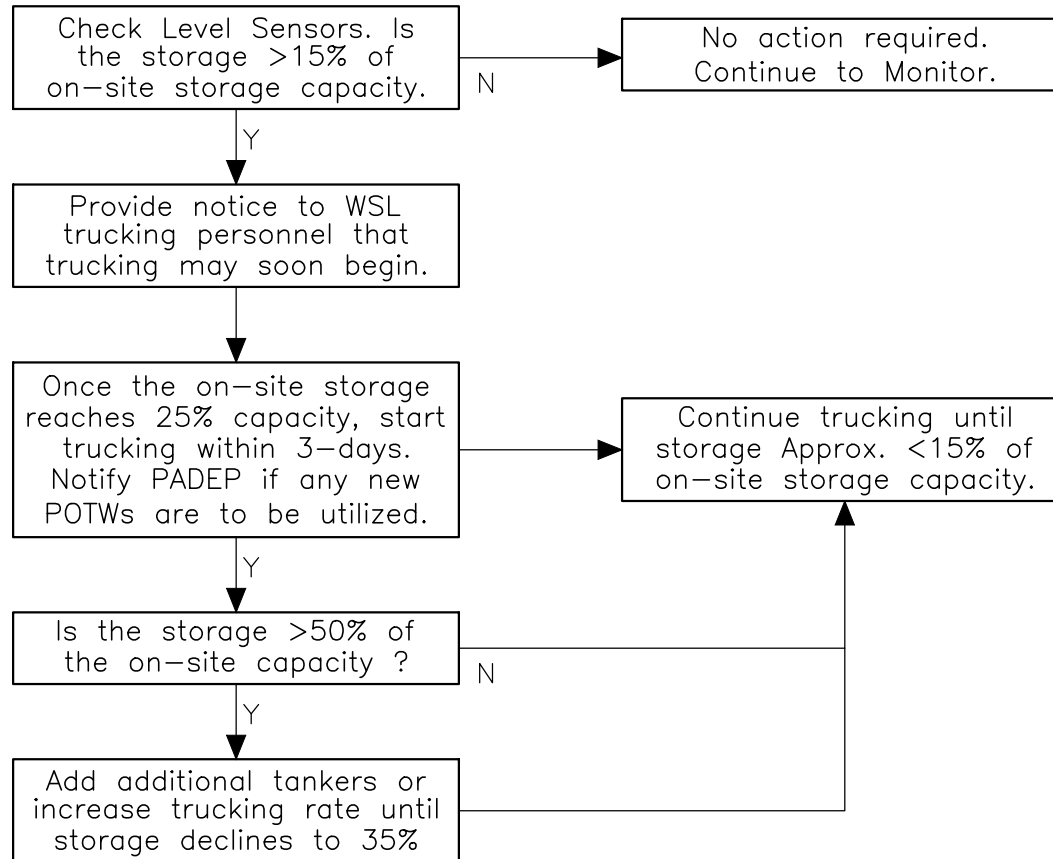
These logs are cross-checked to confirm that the number of leachate loads hauled from WSL are then accepted at one of the approved locations.

Trucking Analysis and Leachate Trucking Flowchart

Currently, WSL personnel checks the existing leachate storage tanks on a daily basis to evaluate trucking needs.

A Leachate Trucking Flowchart has been prepared and is included with this Attachment to assist with leachate storage tank level and transportation management. This flowchart can be followed by site personnel on a daily basis during landfill operating days. WSL personnel will check each storage tank and process tank level and follow this flowchart for transportation management.

WESTMORELAND SANITARY LANDFILL LEACHATE STORAGE AND TRUCKING FLOWCHART



NOTE:
This flowchart presents a guideline for management of off-site leachate trucking as a disposal method. Off-site trucking will be the primary method of disposal.