

Re: [EXTERNAL]Re: [External] Westmoreland Sanitary Landfill - Notice of New Leachate Disposal Location

From Mike Zucatti <mzucatti@Nobleenviro.com>

Date Thu 8/8/2024 12:54 PM

To Svitek, Sharon <:ssvitek@pa.gov>

Cc Lee, Kenneth K <kenlee@pa.gov>; Wineman, Scott <swineman@pa.gov>; Williams, Benjamin L <benjwillia@pa.gov>; Fike, Lauren <lafike@pa.gov>; Brian Stewart <bstewart@Nobleenviro.com>; Andrew Yohe <ayohe@Nobleenviro.com>; Shawley, Matthew <mashawley@pa.gov>; Andrew Thomas <athomas@Nobleenviro.com>; Donald Henrichs <dhenrichs@Nobleenviro.com>; Abdulfatah, Ihab <iabdfata@pa.gov>

1 attachments (1 MB)

Akron-Westmoreland-Agreement.pdf;

Good Afternoon Sharon - please find the attached executed Agreement with Akron Water Reclamation facility.

We have not initiated hauling to this facility and as noted below, we will await your approval.

We will also include this as part of our response to the pending permit modification for the leachate loadout area as noted below.

Thank you,

Michael E. Zucatti, P.E.

Director of Engineering

Mobile: (717)-448-5613



From: Svitek, Sharon <:ssvitek@pa.gov>

Sent: Thursday, May 2, 2024 12:13 PM

To: Mike Zucatti <mzucatti@Nobleenviro.com>

Cc: Lee, Kenneth K <kenlee@pa.gov>; Wineman, Scott <swineman@pa.gov>; Williams, Benjamin L <benjwillia@pa.gov>; Fike, Lauren <lafike@pa.gov>; Brian Stewart <bstewart@Nobleenviro.com>; Jason Horan <jhoran@Nobleenviro.com>; Andrew Yohe <ayohe@Nobleenviro.com>; Shawley, Matthew <mashawley@pa.gov>; Andrew Thomas <athomas@Nobleenviro.com>; Donald Henrichs <dhenrichs@Nobleenviro.com>; Abdulfatah, Ihab <iabdfata@pa.gov>

Subject: [EXTERNAL]Re: [External] Westmoreland Sanitary Landfill - Notice of New Leachate Disposal Location

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

Your notice to begin hauling leachate to the Akron Water Reclamation Facility located in Akron, Ohio has been received. Please provide the signed contract that is in place with the Akron Water Reclamation Facility or a letter of intent to enter a contractual agreement for leachate treatment, as required by Municipal Waste Management regulations, 25 Pa. Code Section 273.162 (b)(1). Once this information is received, we will provide our approval for you to begin using this additional treatment facility for your leachate.

This information should also be submitted as an addendum to the permit modification application, Authorization No. 1463957, that is under review in this office.

Sincerely,

Sharon Svitek | Program Manager, Bureau of Waste Management

PA Department of Environmental Protection | Southwest Region

400 Waterfront Drive

Pittsburgh, PA 15222

Phone: 412.442.4130

<https://nam02.safelinks.protection.outlook.com/?url=http%3A%2F%2Fwww.dep.pa.gov%2F&data=05%7C02%7Cmzucatti%40Nobleenviro.com%7Cfd8816c800cb44880a1a08dc6ac2c2cd%7Cb05caab520cf466b9623fbb431a53587%7C0%7C0%7C638502631987650600%7CUnknown%7CTWFpbGZsb3d8eyJWljoic4wLjAwMDAiLCJQIjoiV2luMzliLCJBTil6lk1haWwlcjXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=7oXZYkJcTSCizeLyEYCIFCpMQbrN%2B4%2BAEkMxT5ogUM%3D&reserved=0>

<https://nam02.safelinks.protection.outlook.com/?url=http%3A%2F%2Fwww.depweb.state.pa.us%2F&data=05%7C02%7Cmzucatti%40Nobleenviro.com%7Cfd8816c800cb44880a1a08dc6ac2c2cd%7Cb05caab520cf466b9623fbb431a53587%7C0%7C0%7C638502631987659811%7CUnknown%7CTWFpbGZsb3d8eyJWljoic4wLjAwMDAiLCJQIjoiV2luMzliLCJBTil6lk1haWwlcjXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=g84pZUQJ%2FHU8gsNAeO4oWkTgbsWi%2BU8rUqhr68NocLQ%3D&reserved=0>

DEP accepts permit and authorization applications, as well as other documents and correspondence, electronically through ePermitting and Public Upload with Electronic Payment.

Please use the link below to view the webpage, get instructions, and submit documents:

<https://nam02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.dep.pa.gov%2FDataandTools%2FElectronicSubmissions%2FPages%2Fdefault.aspx&data=05%7C02%7Cmzucatti%40Nobleenviro.com%7Cfd8816c800cb44880a1a08dc6ac2c2cd%7Cb05caab520cf466b9623fbb431a53587%7C0%7C0%7C638502631987664443%7CUnknown%7CTWFpbGZsb3d8eyJWljoic4wLjAwMDAiLCJQIjoiV2luMzliLCJBTil6lk1haWwlcjXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=7oXZYkJcTSCizeLyEYCIFCpMQbrN%2B4%2BAEkMxT5ogUM%3D&reserved=0>

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[WFpbGZsb3d8eyJWljoic4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6I6k1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=ONgft%2FrTwXSD%2B0GA7JCw7%2F3i92SNji4Hpbe4rdkEP7M%3D&reserved=0](https://nam02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.oe.pa.gov%2FDocuments%2FCofense-Report-Phishing-User-Guide.pdf&data=05%7C02%7Cmzucatti%40Nobleenviro.com%7Cfd8816c800cb44880a1a08dc6ac2c2cd%7Cb05caab520cf466b9623fbb431a53587%7C0%7C0%7C638502631987668955%7CUknown%7CTWFpbGZsb3d8eyJWljoic4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6I6k1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C&sdata=o9ZdJal3sRsz6yMNU4lg14E9z9X8tetP8HApDmuCbR4%3D&reserved=0)

From: Mike Zucatti <mzucatti@Nobleenviro.com>

Sent: Wednesday, May 1, 2024 10:21 PM

To: Svitek, Sharon <ssvitek@pa.gov>; Fike, Lauren <lafike@pa.gov>; Wineman, Scott <swineman@pa.gov>; Lee, Kenneth K <kenlee@pa.gov>; Shawley, Matthew <mashawley@pa.gov>; Williams, Benjamin L <benjwillia@pa.gov>

Cc: Brian Stewart <bstewart@Nobleenviro.com>; Jason Horan <jhoran@Nobleenviro.com>; Andrew Yohe <ayohe@Nobleenviro.com>; Andrew Thomas <athomas@Nobleenviro.com>; Donald Henrichs <dhenrichs@Nobleenviro.com>

Subject: [External] Westmoreland Sanitary Landfill - Notice of New Leachate Disposal Location

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Please accept this email as a notice for Westmoreland Sanitary Landfill to begin hauling leachate to the Akron Water Reclamation Facility located in Akron, Ohio.

We understand that per the COA, we are required to provide a 5-day notice to begin hauling leachate to a new facility. As you are aware, our tank levels have periodically been elevated over the past few quarters. We are exploring every potential outlet (new locations, increasing allowable daily volumes at current disposal locations, increasing trucking, etc.) to lower the tank levels as quickly as possible. As such, we wanted to see if it were possible to begin hauling to this location as soon as possible. We anticipate we could have the ability to send leachate to the Akron facility as early as tomorrow (Thursday).

Please let us know if you have any questions or concerns and the earliest that we may begin hauling to the Akron Water Reclamation Facility located in Akron, Ohio.

Thank you!

Michael E. Zucatti, P.E.

Director of Engineering

Mobile: (717)-448-5613

[cid:b0a1e017-744b-44e0-b2a0-b893afc9107e]

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