

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

In The Matter Of:

Westmoreland Sanitary Landfill, LLC	:	
Westmoreland Sanitary Landfill	:	
111 Conner Lane	:	
Belle Vernon, PA 15012	:	
	:	Solid Waste Management Act
	:	Air Pollution Control Act
Rostraver Township	:	
Westmoreland County	:	
Enf. ID No. _____	:	

CONSENT ORDER AND AGREEMENT

This Consent Order and Agreement is entered into this 13th day of February, 2020, by and between the Commonwealth of Pennsylvania, Department of Environmental Protection (“Department”) and the Westmoreland Sanitary Landfill, LLC. (“Sanitary Landfill”).

The Department has found and determined the following:

A. The Department is the agency with the duty and authority to administer and enforce the Solid Waste Management Act, the Act of July 7, 1980, P.L. 380, *as amended*, 35 P.S. §§ 6018.101 – 6018.1003 (“SWMA”); the Clean Streams Law, Act of June 22, 1937, P.L. 1987, *as amended*, 35 P.S. §§ 691.1-691.1001 (“Clean Streams Law”); the Air Pollution Control Act of January 8, 1960, P.L. 2119 (1959), as amended, 35 P.S. §§ 4001 – 4015 (“Air Pollution Control Act”); Section 1917-A of the Administrative Code, the Act of April 9, 1929, P.L. 177, *as amended*, 71 P.S. § 510-7 (“Administrative Code”); and the rules and regulations promulgated thereunder.

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

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

D. Sanitary Landfill operates air contamination sources and air cleaning devices at the Landfill subject to the terms and conditions of Title V Operating Permit No. TV-65-00767 (“Air Permit”).

E. Belle Vernon Municipal Authority (“BVMA”) operates a wastewater treatment plant at 10 Main Street, Belle Vernon, PA 15012. Belle Vernon discharges to the Monongahela River under NPDES Permit PA0092355, issued by the Department.

F. For several years, Sanitary Landfill sent its landfill leachate (*i.e.*, liquid solid waste that permeated through or drained from solid waste disposed of at the Landfill) via enclosed pipe to BVMA for treatment at its wastewater treatment plant, pursuant to a private service agreement dated on or about June 4, 1994 negotiated by the BVMA and the Municipal Authority of Westmoreland County, which was a predecessor in interest to Sanitary Landfill. At all times pertinent hereto through approximately May 20, 2019, that service agreement was in force between Sanitary Landfill and BVMA. The Landfill’s Waste Permit authorizes the Landfill to dispose of its leachate via piping to BVMA’s treatment plant and to the Mon Valley Sewage Authority located at 20 South Washington Street, Donora, PA 15033. The Waste Permit does not authorize Sanitary Landfill to truck its leachate for disposal at other facilities.

G. On December 5, 2018, the Department approved a 90-day demonstration project for pre-treatment of leachate at the Landfill (“Demonstration Project”). Sanitary Landfill began construction of the Demonstration Project and began operation on January 18, 2019. On February 28, 2019, given results ascertained during the first month of operation of the Demonstration

Project, a Draft Modification and Extension Request for the Demonstration Project was submitted to the Department to include an Oil Water Separator. Pursuant to comments from the Department, on March 7, 2019, an Updated Draft Modification and Extension Request to the Leachate Pre-Treatment Demonstration Project was submitted to the Department. Modifications to the original Demonstration Project included an Oil Water Separator, aeration, hydrogen peroxide and chlorine drip system. On April 10, 2019, a meeting was held at the Department to discuss leachate pre-treatment / treatment technologies. On April 18, 2019, the original 90-day pre-treatment ceased and Sanitary Landfill no longer pre-treated leachate.

H. On May 6, 2019, a Draft Leachate Pre-Treatment Demonstration Project Request was sent to the Department via email. Pre-treatment included multi-stage treatment process including Hydrocarbon Recovery Technology (HRT), Oil Water Separator (OWS), Membrane Bioreactor (MBR) and Reverse Osmosis (RO).

I. At its monthly public meeting held on or about May 15, 2019, BVMA voted to terminate the private service agreement and by letter dated May 20, 2019, BVMA, by and through its special counsel, notified Sanitary Landfill that BVMA was terminating the private service agreement and requiring Sanitary Landfill to cease its conveyance of leachate to the treatment plant. Additionally, on May 17, 2019, Sanitary Landfill was ordered by the Court of Common Pleas of Fayette County to cease discharging landfill leachate to BVMA.

J. On May 18, 2019, pursuant to the Order of the Court of Common Pleas of Fayette County, Sanitary Landfill ceased discharging its leachate to BVMA and began and continues to transport its landfill leachate via tanker truck to other treatment facilities in Ohio and Pennsylvania. Currently, Sanitary Landfill represents to the Department that it transports and/or has an agreement in place to transport its landfill leachate to: Altoona Water Authority – Westerly Wastewater

Treatment Facility (Duncansville, PA); Eastern Ohio Regional Wastewater Authority (Bellaire, OH); City of Alliance Municipal Sanitary Authority (Alliance, OH); and Seneca Landfill, Inc. (Butler County, PA).

K. On or about May 29, 2019, the Department reviewed the May 6, 2019 Draft Leachate Pre-Treatment Demonstration Project Request submittal and deemed the extent of Sanitary Landfill's application exceeded the allowable scope of a demonstration project. The Department requested extensive additional information for the May 6, 2019 Draft submittal.

L. On June 12, 2019, Sanitary Landfill submitted additional information to the Department. The June 12, 2019 submittal included design calculations for the proposed pre-treatment systems, analyses of leachate quality and quantity, bonding calculations and information on leachate trucking including vendors utilized for transportation and the facilities where leachate will be hauled.

M. The Leachate Management Plan approved in the current Waste Permit does not authorize Sanitary Landfill to dispose of leachate generated at the Landfill via tanker truck transport to any facility. Sanitary Landfill's actions in doing so since May 18, 2019 are in violation of the Waste Permit. These violations constitute unlawful conduct pursuant to Sections 302(a) and 610(2), (4) and (9) of the SWMA, 35 P.S. §§ 6018.302(a) and 6018.610(2), (4) and (9), Section 601 of the SWMA, 35 P.S. § 6018.601 provides that any violation of the SWMA or any term or condition of any permit shall constitute a public nuisance.

N. By letter dated July 3, 2019, the Department informed Sanitary Landfill of, *inter alia*, the need to apply for a minor permit modification to modify or revise the Waste Permit's landfill Leachate Management Plan to address current and future leachate disposal practices. The July 3, 2019 letter also set forth numerous requests for information, clarification, data, calculations

and comments in connection with the document submitted by Sanitary Landfill on June 12, 2019 seeking the approval of the on-site leachate pretreatment system. As of the date of this Consent Order and Agreement, Sanitary Landfill has submitted a Plan Approval Application through the Department's Air Quality Program (Application PA-65-00767C) but has not submitted to the Department an application to modify the Waste Permit.

O. On August 26, 2019, Sanitary Landfill discussed with the Department and proposed a course of action which would include plans to: install an evaporator at the Landfill as its primary source of treating its landfill leachate and for the limited or intermittent use of vehicular transportation of leachate to an off-site treatment facility for disposal for any excess leachate. Furthermore, Sanitary Landfill intends to propose, permit and install the HRT and other leachate pretreatment equipment allowing leachate and excess leachate, i.e. leachate that cannot be evaporated, to be pre-treated prior to evaporation or vehicular transportation for off-site treatment and disposal, respectively. The permitting and installation of the HRT and other leachate treatment equipment will also allow Sanitary Landfill to test excess leachate that is pre-treated and utilize the test results in seeking long term agreements for disposal options at one or more appropriate permitted treatment plants.

P. On August 26, 2019, the Department advised Sanitary Landfill that it should submit a Minor Permit Modification to the Facility's Waste Permit, including a revised Leachate Management Plan to allow a combination of on-site evaporation with the use of mechanical equipment and on-site leachate pre-treatment in order to pursue off-site disposal.

Q. The evaporator proposed by Sanitary Landfill is an "air contamination source" as defined in 25 Pa. Code § 121.1.

R. In accordance with 25 Pa. Code § 127.11, an Air Quality plan approval issued by the Department is required prior to the installation and operation of the evaporator proposed by Sanitary Landfill at the Landfill. This application was submitted on October 9, 2019 via Plan Approval Application – Leachate Evaporator, PA-65-00767C.

S. Sanitary Landfill has represented to the Department that Sanitary Landfill has sought discharge parameters from existing and potential economically viable sewer connections available at the landfill facility to POTWs and has not been able to obtain constructive dialogues allowing for parameters to be established because these POTWs want to see some level of pre-treatment and testing results prior to considering discharge into their plant.

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

1. Authority. This Consent Order and Agreement (“COA”) is an Order of the Department authorized and issued pursuant to Section 602 of the SWMA, 35 P.S. § 6018.602, the Clean Streams Law, Act of June 22, 1937, P.L. 1987, *as amended*, 35 P.S. §§ 691.1-691.1001 (“Clean Streams Law”); the Air Pollution Control Act of January 8, 1960, P.L. 2119 (1959), as amended, 35 P.S. §§ 4001 – 4015 (“Air Pollution Control Act”); and Section 1917-A of the Administrative Code, 71 P.S. § 510-17.

2. Findings.

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

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

Corrective Actions

3. No later than seven (7) calendar days following the execution of this Consent Order and Agreement, Sanitary Landfill shall minimize the working face of the Landfill to the maximum extent practicable in order to reduce and/or minimize leachate generation. The size of the working face shall be limited to the minimum width necessary to accommodate the incoming vehicular loads taking into consideration the grading of the waste placement area, adequate safety offsets between customer vehicles and adequate safety offsets between the customer vehicles and landfill operational equipment. In addition, the operation and management of the existing leachate equalization and storage tanks shall be performed in accordance with the facility's permitted Leachate Management Plan to maximize the benefits thereof and shall be closely monitored to maintain adequate storage and to prevent any leachate overflows prior to treatment and/or disposal.

4. Within thirty (30) days of the execution of this Consent Order and Agreement, Sanitary Landfill shall submit copies of agreements with the Facilities listed in Paragraph J and documentation that the facilities listed in Paragraph J are authorized by their governmental regulatory agency to accept landfill leachate, and documentation that Sanitary Landfill provided each Facility with laboratory analytics representative of the type and characteristics of Sanitary Landfill's leachate prior to entering into such agreements.

5. In the event that Sanitary Landfill intends to modify its current landfill leachate transportation practices referenced in Paragraph J above prior to approval of the revised Leachate Management Plan to be submitted as required by Paragraph 7 of this Consent Order and Agreement (including any change to the currently utilized facilities), it shall submit notification of such plans,

including the details of any modifications, to the Department at least five (5) days prior to any modification taking place. Sanitary Landfill shall not dispose of landfill leachate at any location in the Commonwealth not specifically listed in Paragraph J without prior written approval from the Department.

6. As described below, Sanitary Landfill shall submit an initial permit modification application (Solid Waste Permit Modification #1) to provide for the leachate treatment via evaporation and HRT pre-treatment and also to incorporate interim off-site vehicular transportation for disposal into the facility's Leachate Management Plan. In the event that evaporation and pre-treatment as provided for in Solid Waste Permit Modification #1 do not result in the termination of vehicular off-site transport of leachate (except during emergency circumstances, defined for purposes of this Consent Order and Agreement as emergency circumstances caused by equipment failure or during and immediately following extraordinary precipitation events or as otherwise approved by the Department in the Leachate Management Plan), Sanitary Landfill shall submit a second application (Solid Waste Permit Modification #2) to provide for additional leachate treatment mechanisms adequate to manage all of the Landfill's leachate without vehicle transport (except during emergency circumstances), which may include one or a combination of the following options: treatment mechanisms sufficient to allow for the indirect discharge of leachate to a sanitary sewer system via dedicated piping, treatment mechanisms sufficient to allow for the direct discharge of leachate into the waters of the Commonwealth unless prohibited by an operative Court Order, installation of additional evaporative capacity, and/or installation of additional storage and equalization tanks to allow on-site treatment of additional leachate. In no event shall Sanitary Landfill be required by this Consent Order and Agreement to operate contrary to an operative Court Order.

Solid Waste Permit Modification #1

7. Within thirty (30) days of the execution of this Consent order and Agreement, Sanitary landfill shall submit a full and complete application to modify the Waste Permit (Solid Waste Permit Modification Application #1) which shall include, but not be limited to, the following:

a. A revised Leachate Management Plan indicating all current and proposed storage, treatment, and disposal options for leachate including an evaporator, HRT pre-treatment, and interim vehicular transportation for off-site supplemental disposal. The revised Leachate Management Plan shall list the name and location of all facilities to which Sanitary Landfill intends to transport leachate via truck or piping. The revised Leachate Management Plan shall provide that, in the event that Sanitary Landfill conveys any leachate to an approved Publicly Owned Treatment Works (POTW) via piping of un-treated or pre-treated leachate, Sanitary Landfill shall notify the Department at least five (5) business days prior to any conveyance of leachate to a POTW via piping with the following information: the point of interconnection to the sewer system, the name and operator of the POTW, proof of any necessary sewage planning approval, a 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 Sanitary Landfill provided such POTW with laboratory analytics representative of the type and characteristics of Sanitary Landfill's leachate prior to entering into any such service agreement, and the location of any existing combined or sanitary overflows from the system between the point of connection and the POTW. Information related to the location, extent and quantity of overflows shall be sought from the applicable POTW and provided as part of Sanitary Landfill's

submission to the Department. If the POTW is contacted and the information is not provided, Sanitary Landfill shall indicate this as part of the submittal to the Department;

b. Design specifications for the proposed evaporator (including leachate disposal rate, piping connections to the site's leachate management system and general operations);

c. Design specifications for the HRT system proposed for pre-treatment prior to evaporation and/or disposal (including leachate disposal rate, piping connections to the site's leachate management system and general operations);

d. Comprehensive and detailed characterization of the chemical composition and historical flow rate of individual sources of wastewater generated at the Landfill, including but not limited to: leachate generated in the Phase I/II/III and Southern Expansion areas and their respective detection zones, contact surface water from intermediate cover areas, the leachate seep collector, the spring drain collectors, gas system condensate and truck wheel wash;

e. A leachate flow schematic of on-site conveyance piping showing current and proposed conditions of leachate conveyed from the landfill footprint to its connection to treatment or offsite disposal;

f. A description of the quantity and composition of all solid wastes or byproducts generated from operation of the proposed leachate treatment system and a detailed plan for their periodic sampling, analysis and management;

g. A plan for testing leachate pre and post HRT pre-treatment to allow assessment of water quality in continued marketing to POTWs for indirect discharge ("Pre-Treatment Testing Plan"). The Pre-treatment Testing Plan shall include a minimum of monthly

testing of the effluent from the leachate treatment units and appurtenances related to Solid Waste Permit Modification #1 from the month following initiation and continuing for six months;

h. A detailed plan for interim vehicular transportation of leachate for offsite disposal in which primary and back-up offsite treatment facilities are designated and copies of signed agreements (or letters of intent to enter a contractual agreement) with those facilities are provided in accordance with 25 Pa. Code Section 273.162(b). This Plan should also provide details of circumstances when vehicular transportation of leachate will be initiated, utilized, and subsequently ceased;

i. An updated set of Bonding Worksheets with supporting documentation related to the current off-site disposal of leachate and for the leachate treatment systems proposed as part of the permit modification estimating the additional cost to the Department to complete final closure of the facility associated with operation, maintenance and replacement of the leachate treatment system pursuant to 25 Pa. Code § 271.331. The financial assurance cost estimate shall separate the costs related to the vehicular transportation of leachate to an off-site treatment facility for disposal and those related to the operation of the on-site treatment system(s). The financial assurance for the vehicular transportation of leachate to an off-site treatment facility for disposal may be funded with a separate instrument of financial assurance. Once it is demonstrated that vehicular transportation of leachate to an off-site treatment facility for disposal is no longer needed as a method of leachate disposal (except under emergency circumstances), Sanitary Landfill may apply to the Department for the release of this portion of the financial assurance;

j. A detailed plan and schedule for inspection, maintenance and cleaning of the leachate collection system; and

k. A list of any other permits or authorizations required for the construction and operation of the evaporator, HRT, and other treatment systems and a schedule for submitting the applications and a projected schedule for obtaining the permits or authorizations.

8. Within thirty (30) calendar days of receiving final approval of all required plan approvals, permits and/or permit modifications related to Solid Waste Permit Modification #1, Sanitary Landfill shall begin construction of the approved leachate conveyance, leachate pre-treatment and leachate disposal systems approved as part of the plan approvals, permits and/or permit modifications. Sanitary Landfill shall provide construction notifications to the Department prior to construction. Within one-hundred twenty (120) calendar days of starting construction, Sanitary Landfill shall complete construction of the approved leachate conveyance, leachate pre-treatment and leachate disposal systems approved.

9. Within fifteen (15) calendar days following substantial completion of installation of the leachate treatment units and appurtenances related to Solid Waste Permit Modification #1, Sanitary Landfill shall submit to the Department, in accordance with 25 Pa. Code § 273.203(a)(7), a Construction Certification Form 37 and associated documentation demonstrating that the approved leachate conveyance, leachate pre-treatment and leachate disposal systems approved were installed in conformance with the approved design permitted by the Department. Sanitary Landfill will initiate start-up of the system within three (3) business days after notification of the Department's approval of the certified system.

10. Within five (5) calendar days of the actual initiation of the leachate treatment units and appurtenances related to Solid Waste Permit Modification #1, Sanitary Landfill shall submit notification of the actual start-up. Following start-up, Sanitary Landfill shall utilize the leachate treatment units, tanks, and other appurtenances related to Solid Waste Permit Modification #1 to

the maximum extent reasonably practicable, but in all cases in accordance with the manufacturers' operations manual and guidelines and not in any manner that would cause a void of the manufacturer's warranty, in order to minimize off-site disposal of leachate via trucking.

11. Within two hundred seventy (270) days following actual start-up of the leachate treatment units and appurtenances related to Solid Waste Permit Modification #1, Sanitary Landfill shall submit a report to the Department detailing the effectiveness of the leachate treatment units and appurtenances related to Solid Waste Permit Modification #1, including, but not limited to, the following:

- a. The quantity of leachate treated through the evaporator;
- b. The quantity of leachate sent for off-site disposal and the locations of disposal;
- c. The quantity of solid waste generated by the evaporator and the location of the disposal of this waste;
- d. The quantity of solid waste generated by the HRT and the location of the disposal of this waste;
- e. All analytical results of the Pre-Treatment Testing Plan;
- f. Quarterly comparisons of leachate generation, the amount treated off-site and amount treated on-site; and
- g. Service agreements with any facilities not listed in Paragraph J that received landfill leachate and documentation that the facilities are authorized by their governmental regulatory authority agency to accept landfill leachate and documentation that Sanitary Landfill provided such facilities with laboratory analytics representative of the type and characteristics of Sanitary Landfill's leachate prior to entering into any such service agreements.

Solid Waste Permit Modification #2

12. If the evaporative treatment and pre-treatment operated by Sanitary Landfill has not been sufficient to manage all of Sanitary Landfill's leachate without off-site trucking (except during emergency circumstances), such sufficiency or insufficiency, as the case may be, to be determined by the Department following the submittal of the report required under Paragraph 11 hereof, then within ninety (90) days of notification by the Department, Sanitary Landfill shall submit to the Department a plan and schedule to implement other measures and/or technology sufficient to do so without the need for off-site trucking of leachate (the Solid Waste Permit Modification # 2), and within one hundred eighty (180) days from of such notification by the Department, Sanitary Landfill shall submit the necessary permit application documentation associated with such plan. Such measures may include one, or a combination, of the following: treatment mechanisms sufficient to allow for the indirect discharge of leachate to a sanitary sewer system via dedicated piping, treatment mechanisms sufficient to allow for the direct discharge of leachate into the waters of the Commonwealth, installation of additional evaporative processing, installation of additional storage and equalization tanks to allow on-site treatment of additional leachate, and/or other treatment and/or disposal technologies.

13. Solid Waste Permit Modification Application #2 shall include, but not be limited to, the following:

- a. Design specifications and a schedule for the installation of measures that will allow Sanitary Landfill to manage all leachate generated from the Landfill;
- b. A clearly identified treated leachate effluent point discharge if required by the selected treatment system;

c. An updated set of Bonding Worksheets with supporting documentation related to the leachate treatment systems proposed as part of the permit modification estimating the additional cost to the Department to complete final closure of the facility associated with operation, maintenance and replacement of the leachate treatment system pursuant to 25 Pa. Code § 271.331; and

d. A list of any other permits or authorizations required for the construction and operation of the treatment system, including but not limited to Water Quality Management Air and NPDES permits; and a schedule for submitting the applications and a projected schedule for obtaining the permits or authorizations.

14. If Sanitary Landfill pursues Solid Waste Permit Modification #2, Sanitary Landfill will continue to contact and negotiate with POTWs that have existing or economically reasonable potential sewer service connections available for use by the Landfill using the HRT water treatment data and additionally any other required parameters the POTW requires for discharge into its plant.

15. If Sanitary Landfill is required to submit Solid Waste Permit Modification #2, within thirty (30) calendar days of receiving final approval of all required plan approvals, permits and/or permit modifications related to Solid Waste Permit Modification #2, Sanitary Landfill shall begin construction of the systems approved as part of the plan approvals, permits and/or permit modifications, and complete construction pursuant to the Department approved schedule. Sanitary Landfill shall provide construction notifications to the Department prior to construction.

16. Within thirty (30) calendar days following substantial completion of installation of the leachate treatment units and appurtenances related to Solid Waste Permit Modification #2, Sanitary Landfill shall submit to the Department, in accordance with 25 Pa. Code § 273.203(a)(7), a Construction Certification Form 37 and associated documentation demonstrating that the

approved leachate treatment system was installed in conformance with the approved design permitted by the Department. Testing and commissioning of the leachate treatment system shall commence upon substantial completion and may take place simultaneously with the Department's review of the Construction Certification. Sanitary Landfill will initiate start-up of the system within three (3) business days upon notification of the Department's approval of the certified system.

17. Within five (5) calendar days of initiation of the operation of the system, Sanitary Landfill shall submit notification of start-up.

18. Sanitary Landfill shall fully address any permit modification application and plan approval deficiency letters issued by the Department within thirty (30) calendar days of the receipt of any such deficiency letter by Sanitary Landfill, or such other timeframe as agreed to or directed by the Department in writing (but not less than thirty (30) days).

19. Sanitary Landfill shall, beginning in January 2020 and continuing for a period of four (4) calendar quarters from the date of start-up and operation of all leachate pre-treatment and treatment equipment approved as a part of Solid Waste Permit Modification #1 and Solid Waste Permit Modification #2, as applicable, submit calendar quarterly progress reports ("Progress Report") to the Department documenting its efforts to comply with its obligations of this Consent Order and Agreement. The Progress Reports shall be submitted to the Department by the last day of April, July, October, and January and sent to the Department consistent with Paragraph 20, below. These reports shall be submitted by e-mail or hardcopy letter sent via Overnight Mail. The quarterly Progress Reports shall include, but are not limited to:

a. a description of the actions that have been taken toward achieving compliance with this Consent Order and Agreement;

b. a description of activities anticipated or scheduled for the next calendar quarter;

c. a description of material problems or material delays encountered or reasonably anticipated regarding performance of the activities required by this Consent Order and Agreement;

d. a summary of leachate disposal, including volumes and disposal locations for the previous calendar quarter; and

e. a summary of marketing to POTWs including monthly testing results of leachate and feedback from POTWs.

20. Civil Penalty Settlement. Within two (2) business days of execution of this Consent Order and Agreement, Sanitary Landfill shall pay a civil penalty of Twenty-Four Thousand dollars (\$24,000) in settlement of the Department's claim for civil penalties for all of the violations in Paragraph M, above, which occurred between May 18, 2019 and the execution of this Consent Order and Agreement. The payment shall be made by corporate check or the like made payable to the "Commonwealth of Pennsylvania, Solid Waste Abatement Fund" and sent to Regional Program Manager, Waste Management, Pennsylvania Department of Environmental Protection, 400 Waterfront Drive, Pittsburgh, PA 15222-4745.

21. Stipulated Civil Penalties.

a. Commencing as of the first day following the full execution of this Consent Order and Agreement and continuing until such time as the violations in Paragraph M are corrected being such time that the Department approves Solid Waste Permit Modification #1, Sanitary Landfill, in addition to other applicable remedies, shall pay a civil penalty in the amount of ONE THOUSAND DOLLARS (\$1,000.00) per calendar month, or for any partial calendar month.

b. In the event that Sanitary Landfill fails to comply in a timely manner with any term or provision of this Consent Order and Agreement, Sanitary Landfill shall be in violation of this Consent Order and Agreement and, in addition to other applicable remedies, shall pay a civil penalty in the amount of TWO HUNDRED FIFTY DOLLARS (\$250.00) per day for each violation.

c. Stipulated civil penalty payments shall be payable monthly on or before the fifteenth day of each succeeding month.

d. The payment shall be made by corporate check or the like made payable to the "Commonwealth of Pennsylvania, Solid Waste Abatement Fund" and sent to Regional Program Manager, Waste Management, Pennsylvania Department of Environmental Protection, 400 Waterfront Drive, Pittsburgh, PA 15222-4745.

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

f. Stipulated civil penalties shall be due automatically and without notice.

22. Additional Remedies.

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

b. The remedies provided by this paragraph and Paragraph 21 (Stipulated Civil Penalties) are cumulative, and the exercise of one does not preclude the exercise of any other. The failure of the Department to pursue any remedy shall not be deemed to be a waiver of that remedy. The payment of a stipulated civil penalty, however, shall preclude any further assessment of civil penalties for the violation for which the stipulated penalty is paid.

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

24. Liability of Operator. Sanitary Landfill shall be liable for any violations of the Consent Order and Agreement, including those caused by, contributed to, or allowed by its officers, agents, employees, or contractors. Except as provided in Paragraph 25(c), Sanitary Landfill also shall be liable for any violation of this Consent Order and Agreement caused by, contributed to, or allowed by their successors and assigns.

25. Transfer of Site.

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

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

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

26. Correspondence with Department. All correspondence with the Department concerning this COA shall be addressed to:

Regional Program Manager
Waste Management
400 Waterfront Drive
Pittsburgh, PA 15222
412-442-4000

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

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

with a copy to:

Bernstein-Burkley, P.C.
707 Grant Street, Suite 2200 Gulf Tower
Pittsburgh, PA 15219
Attn: Kit F. Pettit, Esq

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

28. Force Majeure.

a. In the event that Sanitary Landfill is prevented from complying in a timely manner with any time limit imposed in this Consent Order and Agreement solely because of a strike, fire, flood, act of God, or other circumstance beyond Sanitary Landfill's control and which Sanitary Landfill, by the exercise of all reasonable diligence, is unable to prevent, then Sanitary Landfill may petition the Department for an extension of time. An increase in the cost of performing the obligations set forth in this Consent Order and Agreement shall not constitute circumstances beyond Sanitary Landfill's control. Sanitary Landfill's economic inability to comply with any of the obligations of this Consent Order and Agreement shall not be grounds for any extension of time.

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

c. The Department will decide whether to grant all or part of the extension requested on the basis of all documentation submitted by Sanitary Landfill and other information

available to the Department. In any subsequent litigation, Sanitary Landfill shall have the burden of proving that the Department's refusal to grant the requested extension was an abuse of discretion based upon the information then available to it.

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

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

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

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

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

34. Decisions Under Consent Order. Any decision which the Department makes under the provisions of this Consent Order and Agreement, including a notice that stipulated civil penalties are due, is intended to be neither a final action under 25 Pa. Code § 1021.2, nor an

adjudication under 2 Pa. C.S. § 101. Any objection which Sanitary Landfill may have to the decision will be preserved until the Department enforces this Consent Order and Agreement.

35. Termination. The obligations of the Consent Order and Agreement shall terminate when the Department determines in writing that Sanitary Landfill has complied with all of the requirements herein, including the payment of any and all stipulated civil penalties, or if the Department determines in writing that termination is in the best interests of human health or the environment. Compliance with all requirements contained in this Consent Order and Agreement shall include (a) the completion of construction and successful operation of the approved leachate conveyance, leachate pre-treatment and leachate disposal systems required under this Consent Order and Agreement to cause vehicular transport of leachate to an off-site treatment facility for disposal to no longer be needed (except during emergency circumstances), Solid Waste Permit Modification #1 and if required herein, Solid Waste Permit Modification #2; (b) Department construction certification of all items, and (c) completion of one-year of monitoring demonstrating continuing successful operation of all systems..

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

Landfill expressly reserves the right to challenge any action which the Department may take. Signature by Sanitary Landfill's attorney certifies only that the agreement has been signed after consulting with counsel.

FOR WESTMORELAND SANITARY
LANDFILL LLC



Richard Walton
Title: President

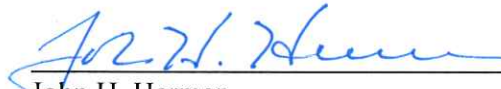
FOR THE COMMONWEALTH OF
PENNSYLVANIA, DEPARTMENT OF
ENVIRONMENTAL PROTECTION:



Kevin Halloran *for*
Assistant Regional Director
Southwest Region



Nicholas Stork
Title: Secretary, Treasurer & Director



John H. Herman
Regional Counsel



Kit Pettit
Attorney for Sanitary Landfill