

02-607-CD  
CHEST TOWNSHIP -vs- EAGLE ENVIRONMENTAL, L.P.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY

CHEST TOWNSHIP,

Plaintiff

VS.

EAGLE ENVIRONMENTAL, L.P.,

Defendant

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)

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) CASE NO. 02-607-CO

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) TYPE OF PLEADING:

) COMPLAINT

) ACTION FOR DECLARATORY

) JUDGMENT

)

)

) FILED ON BEHALF OF:

) Chest Township

)

)

)

)

) COUNSEL OF RECORD:

)

) ROBERT P. GING, JR., ESQUIRE

) PA I.D. NO. 25459

)

) 2095 Humbert Road

) Confluence, PA 15424-2371

) (814) 395-3661

**FILED**

APR 17 2002

William A. Shaw  
Prothonotary  
\$80.00  
1 cc Shugb  
1 copy atty

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY**

CHEST TOWNSHIP,	)
Plaintiff	)
	)
	) CASE. NO.
VS.	)
	)
	)
EAGLE ENVIRONMENTAL, L.P.,	)
Defendant	)

**NOTICE**

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.**

David S. Meholick, Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765-2641, ext. 5982

### **JURISDICTION**

3. Jurisdiction in this case is found in the Declaratory Judgment Act, 42 Pa.C.S. §7531 et seq., which provides courts of record, within their respective jurisdictions, to have the power to declare rights, status and other legal relations between parties.

4. This action seeks to have the Court determine the assignability and validity of an agreement between the Township of Chest, and Eagle Environmental, L.P., dated June 11, 1994.

### **VENUE**

5. Venue of the Court is appropriately before the Court of Common Pleas of Clearfield County in that the contract was entered into in Clearfield County, the Plaintiff Chest Township is a municipal entity located in Chest Township and the property which is the subject of the agreement is situate in Chest Township, Clearfield County, Pennsylvania.

### **FACTS**

6. On or about June 11, 1994 Chest Township entered into an Agreement with Eagle Environmental, L.P., a Delaware limited partnership, having its principal place of business at 9 Logan Boulevard, Altoona, Pennsylvania 16602. The nature of the Agreement was that Chest Township would be the host municipality for a residual and/or municipal waste landfill, as more fully identified in the Agreement, a copy of which is attached hereto as Exhibit 1. The Agreement is incorporated herein by reference as if fully set forth.

7. Certain provisions of the Agreement became effective when Eagle Environmental, L.P.



obtained all necessary permits and licenses from the applicable federal, state and local governmental agencies required to make the premises available for use and operation as a residual and/or municipal solid waste landfill, however, the Agreement contained a contingency under which it became void.

8. Article I of the Agreement stated a contingency that:

"This agreement is conditioned upon and subject to Eagle obtaining all necessary permits, licenses, or approvals from the Pennsylvania Department of Environmental Resources and any and all other local, state, or federal governmental bodies, agencies, and authorities necessary for the operation of a residual and/or municipal solid waste landfill on the premises. **If Eagle shall be unable to secure the required permit or permits, then this agreement shall be void and of no further effect.**" (Emphasis added)

9. On November 26, 1996 the Department of Environmental Protection denied Eagle Environmental, L.P.'s permit application, and Eagle Environmental, L.P. never appealed the denial of its permit application, nor did it ever resubmit a permit application to the Pennsylvania Department of Environmental Protection. Eagle Environmental, L.P. has not, nor will it ever receive a permit for the proposed landfill in that a permit was issued on the site to another entity.

10. Under Article I of the agreement when Eagle was unable to secure the required permit or permits the Agreement became void as a matter of law on November 26, 1996.

11. On or about March 31, 1997 Khodara Environmental, II, Inc., a Delaware corporation, and Recycling Investments, II, Inc., a Delaware corporation formed a limited partnership identified as Eagle Environmental II, L.P. A redacted copy of the Partnership Agreement which has been provided to Chest Township by Eagle Environmental, II, L.P. is

attached hereto and incorporated herein by reference as if fully set forth as Exhibit 2.

12. Subsequent to the formation of Eagle Environmental II, L.P., Eagle Environmental II, L.P. submitted a permit application to the Pennsylvania Department of Environmental Protection on July 17, 1997 for a Solid Waste Management Permit for the site where a facility had been formerly proposed by Eagle Environmental, L.P.. A copy of the permit issued to Eagle Environmental II, L.P. is attached hereto and incorporated herein by reference as if fully set forth as Exhibit 3.

13. Condition No. 1 of the permit specifically indicates that the information was submitted on July 17, 1997.

14. On or about June 11, 1997 Eagle Environmental L.P. purported to assign the agreement with Chest Township dated June 11, 1994 to Eagle Environmental II, a separate legal entity. At the time of the purported assignment, pursuant to Article I of the June 11, 1994 Agreement, the Agreement had already become void and of no further effect. A copy of the purported assignment is attached hereto and incorporated herein by reference as if fully set forth as Exhibit 4.

15. There is no provision in the agreement of June 11, 1994 that allows the assignment of the agreement once it has become void.

16. The Department of Environmental Protection relied upon the representations of Eagle Environmental II, L.P. that it had a host community agreement in issuing the Solid Waste Permit to Eagle Environmental II, L.P. on August 3, 2001. Paragraph 78 of the permit, page 21, specifically identifies the owner of the landfill as Eagle Environmental II, L.P.

17. The partnership agreement attached hereto demonstrated that Eagle Environmental,

L.P. is not related to Eagle Environmental II, L.P. in any legal sense.

18. The solid waste permit was issued, inter alia, in response to an environmental assessment evaluation which is attached to the permit itself.

19. The environmental assessment is incorporated as a part of the permit by Condition No. 22, page 6.

20. The environmental assessment relies upon the host Agreement between Eagle Environmental, L.P. and Chest Township, despite the fact that the permit was issued to Eagle Environmental II, L.P., and not to Eagle Environmental, L.P.

21. Chest Township has appealed the issuance of the solid waste permit to the Pennsylvania Environmental Hearing Board, and has alleged, inter alia, that the Host Community Agreement became void as a matter of law on November 26, 1996 when the Department denied Eagle Environmental, L.P.'s application.

22. Counsel for Eagle Environmental II, L.P. advised counsel for Chest Township in a deposition conducted on November 2, 2001, Chest Township vs. DEP, EHB Docket No. 2001 - 201 - MG that Eagle Environmental, L.P. is not the same company as Eagle Environmental II, L.P., and this statement was ratified under oath by Jacques Khodara the owner of Eagle Environmental II, L.P.

23. Chest Township never had a contract with Eagle Environmental II, L.P. which could have formed the basis for the assignment subsequent to the Agreement becoming void.

24. The permit application submitted to the Department of Environmental Protection for the Eagle Environmental, L.P. permit was for a landfill called the Pine Hills landfill.

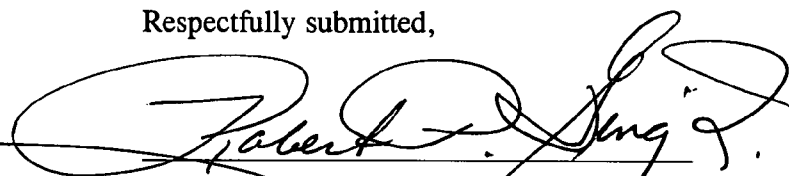
25. Eagle Environmental, L.P. never resubmitted a permit application for the Pine Hills

landfill.

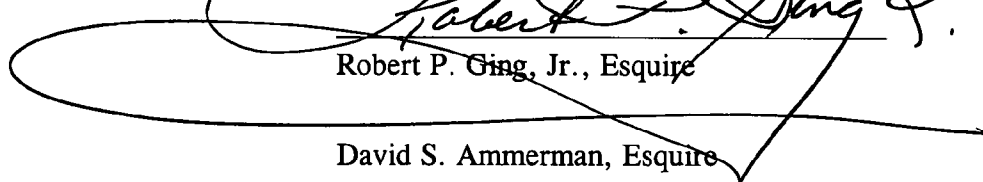
26. The agreement between Eagle Environmental, L.P. and Chest Township became void as a matter of law when Eagle Environmental, L.P.'s landfill permit was denied by the Department of Environmental Protection, and since Eagle Environmental, L.P. never obtained any permits from the Department of Environmental Protection, the Agreement became void on November 26, 1996.

WHEREFORE, Chest Township respectfully requests that this Honorable Court enter an Order declaring that the agreement previously entered into between Eagle Environmental, L.P. and Chest Township became void on the date which Eagle Environmental, L.P.'s permit was denied by the Pennsylvania Department of Environmental Protection, November 26, 1996, and that any subsequent attempt to assign a void permit was null, void, and of no legal affect.

Respectfully submitted,



Robert P. Ging, Jr., Esquire




David S. Ammerman, Esquire

**VERIFICATION AFFIDAVIT**

I verify that the statements made herein are true and correct to the best of my knowledge, information and belief.

I understand that false statements herein are made subject to the penalties of 18 Pa. C.S., §4904, relating to unsworn falsifications to authorities.

  
\_\_\_\_\_  
Carl L. Michael, Chest Township  
Supervisor

# EXHIBIT 1

AGREEMENT

MADE this 11<sup>th</sup> day of JUNE, 1994, by and between EAGLE ENVIRONMENTAL, L.P., a Delaware limited partnership with its principal office and place of business at 9 Logan Boulevard, Altoona, Pennsylvania 16602, party of the first part, hereinafter referred to as Eagle;

A  
N  
D

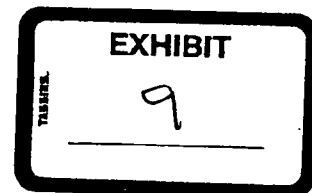
THE TOWNSHIP OF CHEST, Clearfield County, Pennsylvania, a Pennsylvania municipality with an office and place of business at R. D. #1, Box 606, LaJose, Pennsylvania 15753, party of the second part, hereinafter referred to as Township.

WHEREAS, Eagle is the owner of certain property located in the Township of Chest, County of Clearfield, and Commonwealth of Pennsylvania, (hereinafter referred to as "the premises"), which is in the process of being permitted for use as a residual and/or municipal solid waste landfill (hereinafter referred to as "the landfill"); and

WHEREAS, The Township of Chest will be the Host Municipality of said landfill; and

WHEREAS, the parties hereto are desirous of entering into an agreement concerning the fees to be paid by Eagle to the Township and other matters related to the operation of said landfill as hereinafter set forth; and

WHEREAS, upon obtaining all necessary permits and licenses from the applicable federal, state and local governmental



agencies required to make the premises available for use and operation as a residual and/or municipal solid waste landfill, this agreement shall become effective.

NOW, THEREFORE, this agreement witnesseth that the parties hereto, intending to be legally bound, agree as follows:

#### ARTICLE 1 - CONTINGENCY

This agreement is conditioned upon and subject to Eagle obtaining all necessary permits, licenses or approvals from the Pennsylvania Department of Environmental Resources and any and all other local, state, or federal governmental bodies, agencies, and authorities necessary for the operation of a residual and/or municipal solid waste landfill on the premises. If Eagle shall be unable to secure the required permit or permits, then this agreement shall be void and of no further effect.

#### ARTICLE 2 - TERM

The term of this agreement shall begin as soon as Eagle obtains all the required approvals and permits as above set forth, with the actual commencement date of this agreement beginning that date when the first residual and/or municipal solid waste is delivered by Eagle to the landfill (the "effective date"), and will continue until the landfill capacity to dispose of waste is exhausted.

#### ARTICLE 3 - CHARGES AND PAYMENT

Eagle agrees to pay to Township, as host municipality, disposal fees at the rate of \$2.00 per ton of 2,000 pounds for each and every ton of residual and/or municipal solid waste



delivered to the landfill. The sum of two cents from each ton shall be placed in an escrow account by the Township to defray the cost of repaving that portion of Township Route T-402 which is the subject of this agreement after the completion of the landfill.

It is Eagle's desire that Township share a portion of the charges with the School District. The amount, if any, <sup>NOT TO EXCEED \$20,000 PER YEAR</sup> of such sharing shall be solely determined by the Township. The disposal fees called for by this agreement shall be based on Eagle's truck weights as determined by state certified truck scales located at the landfill. By the 15th day of each month, Eagle shall pay to the Township the amount due and owing the Township for residual and/or municipal solid waste disposed of at the landfill during the preceding month, with each payment including a detailed statement of the tonnage of the residual and/or municipal solid waste delivered to the landfill during such month.

Beginning with the sixth year following the effective date, the per ton charge payable by Eagle to Township shall be adjusted annually by multiplying fluxuations in the Consumer Price Index to the minimum annual rental as follows:

(a) The Consumer Price Index for the purposes of this agreement shall be the Consumer Price Index for All Items and Major Group Figures for All Urban Consumers published by the Bureau of Labor Statistics of the United States Department of Labor, Pittsburgh Area. For all items January 1978 is equal to 100 on the Index. If the Consumer Price Index ceases to be published by the United States Department of Labor, Bureau of

Statistics, then the calculation shall be based on the closest successor index as identified by the United States Department of Labor. If no such successor exists, the calculation shall be based on an index that is mutually agreed between Eagle and Township.

(b) The adjusted per ton charge shall be determined by multiplying the per ton charge by a fraction, the numerator of which shall be the Consumer Price Index for the last month of the fifth year following the effective date of this agreement, and the denominator of which shall be the Consumer Price Index for the last month of the sixth year following the effective date of this agreement. The resulting sum, if any, shall be the per ton charge applicable for the next year. Each year thereafter the per ton charge shall be adjusted in accordance with this formula.

As an example, if the Consumer Price Index increases by 3% during the 5th year of this Agreement, then the per ton charge to be paid by Eagle to the Township during the 6th year shall be \$2.06 per ton. In the event the Consumer Price Index increases by 10% during the 6th year, then the per ton charge during the 7th year of this Agreement will be equal \$2.266 per ton. The \$2.266 per ton is derived at by adding to \$2.06, the charge for the 6th year, an additional \$.206 during the 7th year due to the 10% increase in the Consumer Price Index during the 6th year.

In the event the subject landfill shall ever convert to a municipal solid waste disposal, Eagle agrees to pay to the Township \$1.00 per ton of 2,000 pounds for each and every ton of

municipal solid waste delivered to the landfill over and above the Act 101 fees mandated to be paid to the Township pursuant to said Act.

In addition, such per ton charge payable by Eagle to the Township shall be adjusted in accordance with the increase in the Consumer Price Index as provided in subsections (a) and (b) above. Further, the per ton charge shall never be less than \$2.00 per ton regardless of whether the landfill is operated as a residual waste landfill or a municipal waste landfill.

#### ARTICLE 4 - BOOKS AND RECORDS

Eagle shall keep accurate and complete books and accounts, showing the amount of waste disposed of at the premises and shall furnish to the Township accurate statements of the waste disposed of at the landfill. In addition, Eagle shall and will maintain all landfill maps, books, plans and records necessary in the operation of said landfill and shall furnish to Township, or its duly authorized agents or employees, at any time during normal business hours upon request at least forty-eight hours in advance, access to all weight sheets, maps and plans related to the construction of the landfill at the premises, and in addition, shall deliver to the Township, or its duly authorized agents or employees, at any reasonable time during business hours pursuant to a written request made at least forty-eight hours in advance, access to any and all portions of said premises and landfill operations in connection therewith.

The Township shall have the right to certify the scales by an independent agency. Further, Eagle will give first preference to qualified personnel of the Township for employment at the landfill.

After the effective date, Eagle agrees to provide to the Township copies of all filings with the Department of Environmental Resources and any other governmental agency regarding the operation of said landfill.

#### ARTICLE 5 - ADVANCE PAYMENT

With the signing of this agreement, Eagle agrees to pay to the Township the sum of \$15,000.00 as an advance payment, and shall pay to the Township an additional advance payment of \$2,500.00 within thirty days after the effective date of this agreement. Further, upon the effective date of this agreement, Eagle agrees to pay to the Township \$2,500.00 per month as advance minimum payment regardless of the tonnage of residual waste delivered to the landfill during such month. Eagle in any month, including future months, may take credit against the minimum payments made, and the \$17,500 advance payment, at the tonnage rates as set forth herein. Eagle agrees not to recoup the \$17,500.00 advance payment until one year from the effective date of this agreement. Upon the expiration of this agreement, the Township shall not be obligated to refund any amounts of advance minimum payments which shall not have been recouped by Eagle at the time of the termination. In addition, in the event this agreement shall not become effective due to Eagle's inability to

obtain the required permits to operate said landfill, then the \$15,000.00 paid at the time of the signing of this agreement shall be retained by the Township.

Notwithstanding any of the other provisions contained herein, the minimum \$2,500.00 payment above provided shall cease in the event the landfill permanently ceases disposal operations. In such event, Eagle agrees to provide to the Township written notice at least 60 days in advance of the permanent closing of said landfill.

ARTICLE 6 - USE OF TOWNSHIP ROUTE T-409 and T-412

Upon the effective date of this agreement, the Township will grant to Eagle the right to use Township Routes T-409 and that portion of Township Route T-412 as shown on the attached map for the purpose of heavy hauling to and from the Premises. Eagle will improve the condition of the road to protect against dust problems and sub-base deterioration. In this regard, the Township hereby agrees to grant to Eagle a variance to the timing limitations of hauling solid waste on Route T-409 and that portion of T-412 as shown on the attached map in accordance with the Township ordinance regulating the collection, transportation and storage of solid waste, conditioned upon Eagle providing crossing guards for the school children at the time the school buses will be picking up or leaving off children on said Township Routes, which are the subject of this Agreement, during school hours. The crossing guards shall not be required for special events, such as basketball games and so forth. Further, Township and Eagle will

enter into a heavy hauling agreement (user sustained) for the use of said Route T-409 and that portion of T-412 as shown on the attached map, the terms and conditions of which shall be the same as the terms and conditions of heavy hauler agreement, copy of which is attached hereto and marked Exhibit "A". In addition, the Township agrees to grant to Eagle an easement to cross Route T-412 with a leachate transmission line, which right of way shall be thirty feet in width, the location of which shall be determined by Eagle.

Such easement shall be used for no purpose other than for the installation, maintenance, repair and replacement of the subject leachate transmission line.

#### ARTICLE 7 - INSPECTION

Eagle agrees to permit the Township Supervisors and an inspector from the Township access to the landfill during business hours only, and in addition during the time Eagle is performing construction activities at the landfill. The Supervisors and/or their inspector must be accompanied by an official of Eagle during any inspections. The cost of the Township inspector shall be at the expense of the Township. Eagle agrees to meet periodically with the Township's inspector or a committee formed by the Township for the purpose of discussing any problems that may exist at the landfill in order to avoid the occurrence of problems in the future. The expense of the committee also shall be borne by the Township.

Further, representatives of the Township shall have the right to accompany DER inspectors at the landfill without prior notice.

#### ARTICLE 8 - DEFAULT

Eagle shall be in default of the terms of this agreement in the event that Eagle fails to pay any sums of money due and owing the Township pursuant to the terms of this agreement in the event said default shall continue for a period of ten days after written notice of default by the Township. Further, Eagle shall be in default of this agreement if it fails, neglects or refuses to keep and perform any other covenants, conditions, stipulations or agreements herein contained and covenanted to be kept and performed by Eagle if such default shall continue for a period of thirty days after written notice by Township of such default, provided, however, that if the cause for giving such notice involves matters requiring a longer period of time than the period of such notice, Eagle shall be deemed to have complied with such notice so long as it has commenced to comply with such notice within the period set forth in the notice, and is diligently prosecuting the remedying of the default set forth in said notice. Eagle shall have the burden of proof to affirmatively establish the actions being taken to remedy the default and the time within which said default shall be cured. It is further understood that no curative period shall extend beyond 90 days without the express written consent of the Township, which will not be unreasonably denied.

In the event that Eagle shall fail to cure any such default within the time period set forth above, then the Township shall have the option of terminating this agreement forthwith by giving to Eagle written notice of such termination, and further, the Township shall have all remedies provided for in the event of such default by law or in equity.

ARTICLE 9 - DISPOSAL OF CHEST TOWNSHIP MUNICIPAL SOLID WASTE

In the event that Eagle obtains the necessary permits to operate a municipal solid waste landfill in Washington Township, Jefferson County, Pennsylvania or any other landfill, and during the time that said landfill or landfills are open to receive municipal solid waste, Eagle agrees to dispose of Chest Township municipal solid waste generated by the residents of the Township at no cost, which solid waste shall not include commercial generated municipal solid waste. However, such disposal is conditioned upon Eagle obtaining all necessary permits to operate said landfill and conditioned upon said landfill being open for business. This provision will apply only to municipal solid waste delivered to said landfill by licensed haulers of Chest Township. Disposal of such waste from such haulers at said landfill is conditioned upon the haulers being able to supply proof or validation that the waste delivered to the landfill is in fact municipal waste generated within the borders of Chest Township. It will be the responsibility of the Township to provide such proof as a condition of such disposal.



#### ARTICLE 10 - BONDS AND LIABILITY INSURANCE

Prior to the effective date of this agreement, Eagle shall file whatever bonds are required by the Pennsylvania Department of Environmental Resources in order to operate the subject landfill. Eagle agrees to deliver to the Township certified copies of said bonds.

Eagle agrees to update the bonds and limits of the liability insurance as required by law.

Eagle shall at all times during the term hereof keep in force at its own expense public liability insurance in companies acceptable to the Township, naming as insured both Eagle and the Township, with minimum limits of \$1,000,000.00 on account of bodily injuries to or death of one person; \$1,000,000.00 on account of bodily injuries to or death of more than one person as a result of any one accident or disaster; and \$500,000.00 on account of damage to property, and further, Eagle will deposit the policy or policies of such insurance, or certificates thereof, with the Township.

#### ARTICLE 11 - CONFESSION OF JUDGMENT

In the event Eagle should fail to pay the monetary amount due to Township after ten days' written notice that such sum or sums are delinquent, Eagle hereby authorizes and empowers any attorney of any court of record in Pennsylvania to appear for Eagle and confess judgment or judgments against Eagle for any and all such sums with costs of suit and attorney's commission of 5% on the amount due, with release of all errors and without stay of

execution, together with interest at a rate equal to Pittsburgh National Bank prime rate, plus 1%, then in existence, adjusted quarterly, and inquisition and extension upon any levy on real estate is hereby waived and condemnation agreed to, and the exemption of personal property from levy and sale on an extension is also hereby waived, and no benefit or exemption shall be granted under any exemption laws now in force or hereafter to be enacted, and the above provisions shall not be a bar to any other remedy which the Township has for the enforcement of the payment of sums due the Township in arrears or such other sums or payments as may be due. The warrant of attorney herein contained shall not be exhausted by any one confession of judgment thereon but may be used as often as there is any default or defaults hereunder as provided for herein.

#### ARTICLE 12 - FUTURE ACTS

The Township agrees not to adopt or pass any ordinance or regulation to thwart the approval of or operation of the landfill. However, the Township shall have the right to do any act to make certain that Eagle has complied with all state and federal laws and regulations regarding the approval of or the operation of said landfill.

#### ARTICLE 13 - NOTICES

Any notice provided herein may be given by hand delivery or by registered or certified United States mail (with postage prepaid - return receipt requested). The place to which notices are to be mailed or delivered may be changed at any time by either

party by written notice to the other party. Any notice may be given by either party, or by the agent or attorney thereof.

Notice to Eagle shall be mailed or delivered to the following:

Eagle Environmental, L.P.  
9 Logan Boulevard, 2nd Floor Rear  
Altoona, PA 16602

Notice to the Township shall be mailed or delivered to the following:

The Township of Chest  
R. D. #1, Box 606  
LaJose, PA 15753

All notices required to be sent as herein provided shall be deemed to have been properly sent if mailed by registered or certified United States Mail (with postage prepaid - return receipt requested) to either party at the above addresses or to the last known address if changed by either party by written notice to the other party.

#### ARTICLE 14 - TITLES TO ARTICLES

The titles of the articles throughout this agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this agreement.

#### ARTICLE 15 - INVALIDITY OF PARTICULAR PROVISION

If any term or provision of this agreement, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this agreement or the application of such terms or provisions to

persons or circumstances other than those to which it is held to be invalid or unenforceable, shall not be affected thereby, and each term and provision of this agreement shall be valid and be enforceable to the full extent permitted by law.

#### ARTICLE 16 - RELATIONSHIP OF PARTIES

Nothing contained in this agreement shall be deemed or construed by the parties hereto, or by any third party, to create the relationship of principal or agent, or of a partnership or of joint venture or of any association whatsoever between Eagle and Township, it being expressly understood that neither the computation of charges due and owing hereunder by Eagle to the Township, nor any other act or acts of the parties hereto shall be deemed to create any relationship between Eagle and the Township other than the relationship set forth herein.

#### ARTICLE 17 - LEGAL EXPENSES

If any action at law or in equity shall be brought by either party against the other under the terms of this agreement, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's costs, reasonable attorney fees, the amount of which shall be fixed by the Court, and shall be made a part of any judgment or decree rendered.

#### ARTICLE 18 - COMPLETE AGREEMENT

This writing contains the entire agreement between the parties hereto and no agent, representative, salesman, or officer of Eagle has any authority to make, or has made any statement, agreement or representation, either oral or written, in connection

herewith, modifying, adding or changing any terms and conditions set forth herein. No dealings between the parties or custom shall be permitted to contradict various terms, add to, or modify the terms hereof. No modification of this agreement shall be binding unless the modification shall be in writing and signed by the parties hereto.

ARTICLE 19 - EXECUTION OF COUNTERPARTS

This agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute but one agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed as of the day and year first above written.

WITNESS:

EAGLE ENVIRONMENTAL, L.P.

Carol Stephens

By

WITNESS:

THE TOWNSHIP OF CHEST

James M. Kucenas

By

Libby & Brink

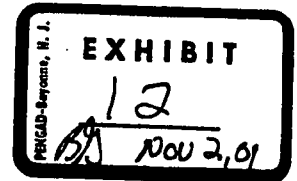
## EXHIBIT 2

EXECUTED COPY

Red X = Original / Black X = Copy

300401.001.001

*Confidential*



PARTNERSHIP AGREEMENT  
FOR

EAGLE ENVIRONMENTAL II, L.P.

(A DELAWARE LIMITED  
PARTNERSHIP)

*FAVOR TO N (317)TVR  
2/15*

CONFIDENTIAL

## AGREEMENT OF LIMITED PARTNERSHIP

OF

EAGLE ENVIRONMENTAL II, L.P.

DATE: 3-31-97Table of Contents

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- (e) Tax Elections.
- (f) Other Reports.

## Paragraph 15. Bank Accounts.

## Paragraph 16. Amendment of Certificate of Limited Partnership.

## Paragraph 17. Power of Attorney.

## Paragraph 18. Amendments.

## Paragraph 19. Notices.

## Paragraph 20. Withdrawal of General Partner.

- (a-1) Defined Terms.
- (a-2) Prohibited Withdrawal by a General Partner.
- (b) Hypothecation of General Partner's Interest.
- (c) Removal of the General Partner.
- (d) Withdrawal of the General Partner.
- (e) Closing of Sale.
- (f) New Certificate.
- (g) Accounting.
- (h) Continuing Liability of the General Partner.

## Paragraph 21. Dissolution of the Partnership.

- (a) Events Causing Dissolution.
- (b) Liquidation of Assets and Application of Proceeds.

## Paragraph 22. Certain Purchase Rights.

- (a) Purchase Rights Upon Expiration of Mascaro Exclusive Broker Agreement.
- (b) Purchase Rights in Event of Default Under Loan Agreement.
- (c) Sale of the Project by Either Partner.
- (d) Encumbrance of the Project at the Request of the Limited Partner.

## Paragraph 23. Miscellaneous.

- (a) Severability.

- (b) Captions.
- (c) Person and Gender.
- (d) Binding Agreement.
- (e) Applicable Law.
- (f) Entire Agreement.
- (g) Agreement in Counterparts.
- (h) Qualification in Other States.

Paragraph 24. Index of Defined Terms.

Paragraph 25. Obligations Under Loan Agreement Have Priority.

**AGREEMENT OF LIMITED PARTNERSHIP  
OF EAGLE ENVIRONMENTAL II, L.P.**

AGREEMENT OF LIMITED PARTNERSHIP, dated as of March 31, 1997 (the "Agreement"), by and between KHODARA ENVIRONMENTAL II, INC., a Delaware corporation ("K-ENVIRONMENTAL.2" or the "General Partner"), and RECYCLING INVESTMENTS, II INC., a Delaware corporation ("RECYCLING.2" or the "Limited Partner"), regarding the formation and operation of a limited partnership doing business under the name and style of Eagle Environmental II, L.P. ("EAGLE.2" or the "Partnership"), pursuant to the laws of the State of Delaware, for the purposes hereinafter set forth. As used herein, "Partners" shall refer, collectively, to the General Partner and the Limited Partner. Reference to a "Partner" shall be to either of the Partners.

An index of defined terms is set for in Paragraph 24 below.

**RECITALS**

- A. Predecessor Entities. The General Partner (K-ENVIRONMENTAL.2) is an affiliate of Khodara Environmental, Inc., a Delaware corporation ("K-ENVIRONMENTAL.1"). Both entities are controlled by Jacques Khodara, an individual resident of New Jersey ("Khodara"). The Limited Partner (RECYCLING.2) is an affiliate of Recycling Investments, Inc., a Delaware corporation ("RECYCLING.1"). Both entities are controlled by RHI Holdings, Inc., a Delaware corporation ("RHI"). K-ENVIRONMENTAL.1 (as general partner) and RECYCLING.1 (as limited partner) were the partners in Eagle Environmental, L.P., a Delaware limited partnership ("EAGLE.1"). EAGLE.1 was formed and operated with the purpose of owning land (commonly referred to as the "Happy Landing Real Estate" and the "Royal Oaks Real Estate") and obtaining landfill permits for two landfill projects commonly referred to as the "Happy Landing Landfill Permits" and the "Royal Oaks Landfill Permits". The Happy Landing Real Estate and the Happy Landing Landfill Permits are collectively referred to as the "Happy Landing Project." The Royal Oaks Real Estate and the Royal Oaks Landfill Permits are collectively referred to as the "Royal Oaks Project".

REDACTED

- B. Liability Owed by Predecessor Partnership. Pursuant to a Loan Agreement dated as of March 10, 1989, as amended from time to time (the "Loan Agreement"), between EAGLE.1 as Borrower and Banner Capital Ventures, Inc. ("BCV") as Lender, EAGLE.1 was indebted to BCV for certain loans, evidenced by promissory notes, with the following outstanding balance and applicable interest rate as of May 31, 1996:

The obligations due by EAGLE.1 to BCV under such loans are collectively referred to as the "BCV Payable".

- C. Liability Owed by Khodara Affiliate to Predecessor Partnership. Pursuant to the Partnership Agreement for EAGLE.1, EAGLE.1 made certain loans to K-ENVIRONMENTAL.1, with the following outstanding balance and applicable interest rate as of May 31, 1996:

The obligations due to EAGLE.1 by K-ENVIRONMENTAL.1 under such loans are collectively referred to as the "Khodara Receivable".

- D. Capital Contributions and Cumulative Priority Return Owed by Predecessor Partnership to Recycling Investments Affiliate. Pursuant to the Partnership Agreement for EAGLE.1, K-ENVIRONMENTAL.1 made capital contributions to EAGLE.1 in the aggregate amount of . Such capital contributions are entitled to a cumulative priority return (prior to any other distributions) of 15% per annum, compounded quarterly. The capital contributions and cumulative priority return balance thereof as of May 31, 1996 were as follows:

REDACTED

REDACTED

Loan Agreement.

G. Transfer of Royal Oaks Landfill to EAGLE.2, and Assumption of Loan Agreement Liabilities by EAGLE.2.

IT IS THE INTENT AND PURPOSE OF THE PARTIES THAT, AS OF THE EFFECTIVE DATE (as defined in Recital K below): (i) the Royal Oaks Project shall become an asset of the Partnership (EAGLE.2), and (ii) all obligations due by EAGLE.1 to BCV under the Loan Agreement shall become obligations of the Partnership (EAGLE.2).

*TO ACCOMPLISH SUCH INTENT AND PURPOSE, THE FOLLOWING TRANSACTIONS SHALL BE DEEMED TO TAKE PLACE AS OF THE EFFECTIVE DATE, AS DEFINED IN RECITAL K BELOW:*

- a) The Royal Oaks Project and the Khodara Receivable (as defined in Recitals A and C above), shall: (1) First, be deemed transferred by EAGLE.1 to BCV as of the Effective Date in partial satisfaction of the outstanding debt under the BCV Payable (as defined in Recital B above); and (2) Second, be deemed sold by BCV to the Partnership (EAGLE.2) as of the Effective Date in exchange for a promissory note (as described further in subparagraph (c) below).
- b) The remaining liability by EAGLE.1 to BCV under the BCV Payable shall be deemed assumed as of the Effective Date by the Partners of EAGLE.1, and contributed and assumed by EAGLE.2, following the same chain of distributions and contributions as outlined in Recital F(a) above.
- c) As a result of such transactions, as of the Effective Date, all of the following shall be deemed transferred to and assumed by the Partnership: (1) the Royal Oaks Landfill, (2) the Khodara Receivable, (3) the entire debt obligation under the BCV Payable and the Loan Agreement, and (4) the right to receive any proceeds under the Mascaro Agreements – which proceeds (including any proceeds received on the Effective Date) shall immediately be applied to satisfy all indebtedness under the BCV Payable and the Loan Agreement.

On the Effective Date, all promissory notes evidencing the BCV Payable shall be canceled, and a new Promissory Note shall be issued by the Partnership to BCV, dated as of the Effective Date,

with  
compounded quarterly (the

"Replacement Grid Note").

REDACTED

H. Assumption of Khodara Receivable by K-ENVIRONMENTAL.2.

IT IS THE INTENT AND PURPOSE OF THE PARTIES THAT AS OF THE EFFECTIVE DATE (as defined in Recital K below) the Khodara Receivable (as defined in Recital C above) become an obligation due and owing by K-ENVIRONMENTAL.2 to the Partnership (EAGLE.2).

TO ACCOMPLISH SUCH INTENT AND PURPOSE, THE FOLLOWING TRANSACTIONS SHALL BE DEEMED TO TAKE PLACE AS OF THE EFFECTIVE DATE, AS DEFINED IN RECITAL K BELOW:

- a) As part of the distribution of assets by EAGLE.1 to K-ENVIRONMENTAL.1 (as described in Recital F above), all obligations to make payment under the Khodara Receivable shall be deemed distributed to and assumed by K-ENVIRONMENTAL.2, and all rights to receive payments under the Khodara Receivable shall be deemed contributed and assigned to the Partnership (EAGLE.2) as part of the distribution and contributions of assets described in Recital G above.
- c) As a result of such transactions, as the Effective Date the Khodara Receivable shall be an obligation due by K-ENVIRONMENTAL.2 to the Partnership (EAGLE.2). Such Khodara Receivable shall have the outstanding balance as of the Effective Date, and shall continue to accrue interest from such date at the rate set forth in Recital C.

- I. Khodara Guaranties. Under the terms of the Partnership Agreement for EAGLE.1 Khodara executed: (a) a Guaranty (referred to in said Partnership Agreement as the Khodara Guaranty) with respect to the General Partner's indemnification obligations; and (b) a Guaranty (referred to in said Partnership Agreement as the Additional Khodara Guaranty) with respect to losses of EAGLE.1. As a condition to the transactions herein, as of the Effective Date Khodara shall deliver a similar Guaranty (hereinafter referred to as the "Khodara Guaranty #2") with respect to the General Partner's indemnification obligations, and a Guaranty (hereinafter referred to as the "Additional Khodara Guaranty #2") with respect to losses of EAGLE.2.

- X J. Intent and Purposes of Parties. The intent and purpose of the parties, after giving effect to the transactions set forth above, is as follows:

- a) As of the Effective Date: (1) EAGLE.1 shall have as its sole asset the Happy Landing Landfill Permits; and (2) EAGLE.2 shall have as its assets: (i) the Royal Oaks Project; (ii) the right to all proceeds under the Mascaro Agreements; and (iii) the right to all proceeds under the Khodara Receivable. All such assets are hereinafter collectively referred to as the "Project".

- b) In addition, as of the Effective Date: (1) EAGLE.1 shall have no obligations under the Loan Agreement; the same having been assumed by EAGLE.2 as provided in Recital G; (2) RECYCLING.2 shall be entitled to a cumulative priority return from EAGLE.2 in the same amount as RECYCLING.1 was entitled to a cumulative prior return from EAGLE.1 (See Recital D above); and (3) K-ENVIRONMENTAL.2 shall be indebted to EAGLE.2 for GP Loans (as evidenced by the Khodara Receivable), in the same manner that K-ENVIRONMENTAL.1 was indebted to EAGLE.1 for GP Loans.
- c) In the event of any ambiguities in the terms of this Agreement, such ambiguity shall be resolved in a manner consistent with the intent of the parties as set forth in these Recitals.

REDACTED

2. Formation; Expense of Formation. The Partners hereby form and continue a limited partnership pursuant to this Agreement and the Partnership Act (as defined below).

*Certain Definitions:*

"Certificate" shall mean the Certificate of Limited Partnership of the Partnership, filed with the Secretary of State of the State of Delaware, as such Certificate may be amended or restated from time to time.

"Limited Partnership Interest" or "Interest," when used with respect to any Limited Partner, shall refer to that percentage limited partnership interest as set forth next to the signature blocks below.

"Partnership Act" shall mean the Delaware Revised Uniform Limited Partnership Act, 6 Del. C. §§ 17-101 et seq. as it may be amended from time to time and any successor to such statute.

3. Name and Place of Business. The Partnership is and shall be conducted under the name of Eagle Environmental II, L.P. or such other name as the General Partner shall hereafter designate by written notice to the Limited Partner. The principal place of business for the Partnership shall be c/o Khodara Environmental II, Inc., 11 New Street, Englewood Cliffs, New Jersey 07632 (Telephone: 201-568-1999), Attn: Jacques Khodara, President, and its office in the State of Delaware shall be 1209 Orange Street, Wilmington, New Castle County, Delaware 19801 or such other place as the General Partner may from time to time designate by notice to the Limited Partner.

REDACTED



7. Representations and Warranties.

(a) The General Partner represents and warrants to the Limited Partner as follows:

- (i) The General Partner is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. The General Partner's authorized capital stock consists of 3,000 shares of voting common stock, of which 100 are outstanding, and all 100 of which are owned by, and have been legally and validly issued to, Khodara. The General Partner has no subsidiaries.
- (ii) The General Partner has full corporate power and authority to enter into this Agreement and to carry out the transactions contemplated hereby. The Board of Directors of the General Partner has taken all action required by law, its Certificate of Incorporation and By-Laws, or otherwise to authorize the execution and delivery of this Agreement and the transactions contemplated hereby, and this Agreement is a valid and binding agreement of the General Partner, enforceable in accordance with its terms.
- (iii) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will violate any provision of the Certificate of Incorporation or By-Laws of the General Partner, or violate, or be in conflict with, or constitute a default under, or cause the acceleration of the maturity of any debt or obligation pursuant to, any agreement or commitment to which the General Partner is a party or by which it or any of its property is bound, or violate any statute or law or any judgment, decree, order, regulation or rule of any court or governmental authority.
- (iv) The General Partner was incorporated in \_\_\_\_\_, 1996. Neither the General Partner nor the Partnership has incurred, directly or indirectly, any liabilities or obligations, except those incurred in connection with (i) its organization or (ii) the negotiation and consummation of this Agreement and the transactions contemplated hereby. Neither the Partnership nor the General Partner has engaged in any business or activities of any type or kind whatsoever, entered into any agreement or arrangements with any person or entity, or become subject to or bound by any obligation or undertaking, not contemplated by this Agreement.

- (v) Upon the assignment by Khodara to the Partnership pursuant to Paragraph 10(f) of the personal property described therein, the Partnership will have, good and valid title to such personal property.
- (vi) The General Partner expects that the Required Permits will be obtained in accordance with the Budget and that a landfill can be made operational at the Royal Oaks Project.
- (vii) The General Partner has delivered to the Limited Partner true and correct copies of (A) title reports on the properties consisting the Royal Oaks Project; (B) reports of its environmental engineer relating to the Project, including an environmental audit report; (C) all correspondence between Khodara or the General Partner and any person from whom any Required Permit must be obtained or such environmental engineer; and (D) reports of or correspondence with any other person whom Khodara or the General Partner proposes to engage as an environmental engineer in connection with the Royal Oaks Project. To the General Partner's best knowledge, none of the properties constituting the Royal Oaks Project are subject to any encumbrance, easement, lien, restriction or other interest or any condemnation or zoning proceeding that may adversely affect the Project, not disclosed to the Limited Partner by the General Partner in writing. To the General Partner's best knowledge, the conditions of the Royal Oaks Project are not in violation of any law, rule, or regulation, including any relating to the protection of the environment, and there is no material geographical, topological, or environmental deterrent or hindrance to the completion of the Project.
- (viii) To the General Partner's best knowledge, no portion of the properties consisting the Royal Oaks Project is being used or has been used at any previous time for the disposal, storage, treatment, processing or other handling of any Hazardous Substance, Pollutant or Contaminant.

"Hazardous Substance" shall have the meaning provided for in Section 103 of the Pennsylvania Hazardous Sites Cleanup Act. "Pollutant" and "Contaminant" shall include the meanings provided in Section 101(33) of the federal Comprehensive Environmental Response, Compensation, and Liability Act, as amended.
- (ix) No Hazardous Substance, Pollutant or Contaminant is presently being disposed or has ever been disposed by the General Partner or, to General Partner's best knowledge, has ever been deposited, discharged, placed or disposed at or on the Royal Oaks Project nor has the Royal Oaks Project been used at any time by any person as a landfill or waste disposal site.
- (x) To the General Partner's best knowledge, the Royal Oaks Project is not subject to any ongoing investigations ordered by any agency of the federal, state, county or municipal government or subject to any pending litigation, administrative proceeding or notice of violation.
- (xi) To the General Partner's best knowledge, there are no federal, state, county or

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municipal laws, ordinances, orders, rules or regulations relating to environmental matters currently existing requiring any work, repairs, construction, remedial action or capital expenditures with respect to the Royal Oaks Project, nor has the General Partner received any notice of any of the same.

- (xii) Neither the execution and delivery of the Khodara Guaranty #2, the Additional Khodara Guaranty #2, nor the consummation of the transactions contemplated thereby will violate or be in conflict with, or constitute a default under, or cause the acceleration of the maturity of any debt or obligation pursuant to, any agreement or commitment to which Khodara is a party or by which he or any of his property is bound, or violate any statute or law or any judgment, decree, order, regulation or rule of any court or governmental authority. The Khodara Guaranty #2 and the Additional Khodara Guaranty #2 is each a valid and binding agreement of Khodara enforceable in accordance with its terms.

(b) The Limited Partner represents and warrants to the General Partner as follows:

- (i) The Limited Partner is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. The Limited Partner's authorized capital stock consists of 1,000 shares of common stock, of which 100 are outstanding and all 100 of which are owned by, and have been legally and validly issued to, RHI Holdings, Inc.
- (ii) The Limited Partner has full corporate power and authority to enter into this Agreement and to carry out the transactions contemplated hereby. The Board of Directors of the Limited Partner has taken all action required by law, its Certificate of Incorporation and By-Laws, or otherwise to authorize the execution and delivery of this Agreement and the transactions contemplated hereby, and this Agreement is a valid and binding agreement of the Limited Partner, enforceable in accordance with its terms.
- (iii) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will violate any provisions of the Certificate of Incorporation or By-Laws of the Limited Partner, or violate, or be in conflict with, or constitute a default under, or cause the acceleration of the maturity of any debt or obligation pursuant to, any agreement or commitment to which the Limited Partner is a party or by which it or any of its property is bound, or violate any statute or law or any judgment, decree, order, regulation or rule of any court or governmental authority.

8. Capital Contributions.

ED

REDACTED

- (d) Powers of the General Partner. Except as otherwise provided herein, the General Partner shall possess the same rights and powers as general partners in a partnership without limited partners formed under the laws of the State of Delaware.

REDACTED

REDACTED

RO 000031

REDACTED

REDACTED



REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED



REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

18. Amendments. This Agreement may not be amended, and no provision hereof may be waived, except by a writing signed by the General Partner and the Limited Partner.
19. Notices. All notices, requests and demands to or upon the respective parties hereto be effective shall be in writing (including by telegraph or telex), and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when delivered by hand, or three days after being deposited in the mail, postage prepaid, or, in the case of telegraphic notice, when delivered to the telegraph company, or, in the case of telex notice, when sent, answer back received, addressed as follows or to such other address as may be hereafter notified by the respective parties hereto:

The Limited Partner:                      300 West Service Road  
   P.O. Box 10803  
   Chantilly, Virginia 22021  
   Attention: General Counsel

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The General Partner:                      Khodara Environmental Inc.  
   11 New Street  
   Englewood Cliffs, New Jersey 07632  
   Attn: Jacques Khodara

REDACTED

REDACTED

REDACTED



REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

23. Miscellaneous.

- (a) Severability. Each provision hereof is intended to be severable and the invalidity or illegality of any portion of this Agreement shall not affect the validity or legality of the remainder hereof.
- (b) Captions. Paragraph captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.
- (c) Person and Gender. The masculine gender shall include the feminine and neuter genders, the singular shall include the plural and the word "person" shall include corporation, firm, partnership or other form of association.
- (d) Binding Agreement. Subject to the restrictions on assignment herein contained, the terms and provisions of this Agreement shall be binding upon, and inure to the benefit of, the successors, assigns, personal representatives, estates, heirs and legatees of the respective Partners.
- (e) Applicable Law. Notwithstanding the place where this Agreement may be executed by any of the parties hereto, the parties expressly agree that all the terms and provisions hereof shall be construed under the laws of the State of Delaware and that the Partnership Act and other applicable laws of the State of Delaware as now adopted or as may be hereafter amended shall govern the partnership aspects of this Agreement.
- (f) Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto with respect to the matters set forth herein and supersedes any prior understanding or agreement, oral or written, with respect thereto.
- (g) Agreement in Counterparts. This Agreement may be executed in several counterparts and all so executed shall constitute one Agreement, binding on all the parties hereto, notwithstanding that all the parties are not signatories to the original or the same counterpart.
- (h) Qualification in Other States. In the event the business of the Partnership is carried on or conducted in states in addition to the State of Delaware, then the parties agree that this Partnership shall exist under the laws of each state in which business is actually conducted the Partnership, and they severally agree to execute such other and further documents as may be required or requested in order that the General Partner legally may qualify this Partnership in such states. The power of attorney hereinabove granted to the General Partner by each of the Limited Partners in Paragraph 17 shall constitute the authority of the General Partner to perform the ministerial duty of qualifying this Partnership under the laws of any state in which it is necessary to file documents or instruments of qualification. A

REDACTED



REDACTED

25. Obligations Under Loan Agreement Have Priority. Notwithstanding anything to the contrary set forth in this Partnership Agreement, prior to any distribution or other use of proceeds, until the Replacement Grid Note and all other obligations of the Partnership under the Loan Agreement are paid in full, all proceeds received by the Partnership from the Mascaro Agreements (as defined in Recital E above) and all proceeds from the Royal Oaks Project (as defined in Recital A above), shall be applied by the Partnership to satisfy the obligations under the Loan Agreement and the Replacement Grid Note.


IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

KHODARA ENVIRONMENTAL II, INC.

(X) By:   
Jacques Khodara, President

RECYCLING INVESTMENTS II, INC.

By:   
Colin Cohen, Vice President (X)

~~The undersigned, Jacques Khodara, joins in the execution of this Agreement to acknowledge and agree to the personal restrictions applicable to him under this Agreement, as set forth in Paragraph 10(h) (Covenant Not to Compete)~~ 

~~Jacques Khodara~~

**ADDITIONAL SIGNATURES TO BE OBTAINED ON OR PRIOR TO THE EFFECTIVE DATE:**

Each of the undersigned joins in the execution of this Agreement to acknowledge and agree to the consummation of the transactions described in the Recitals hereof, each of which transactions shall be deemed to have taken place and been effected as of the Effective Date (as defined in Recital K).

Each of the undersigned consents and agrees to take such further action, and execute such further documents instruments or certificates as may be deemed reasonably necessary, from time to time, to further evidence and perfect the transactions described and effected by the Recitals of this Agreement.

**EAGLE.1 PARTIES**

Eagle Environmental, L.P.

By: Khodara Environmental Inc.

(X) By:   
Jacques Khodara, President

REDACTED

Khodara Environmental, Inc.

(X)

By:

Jacques Khodara, President

Recycling Investments, Inc.

By:

Colin Cohen, Vice President

(X)

CONTROLLING SHAREHOLDERS OF PARTNERS IN EAGLE.1:

(X)

Jacques Khodara

RHI Holdings, Inc.

By:

Colin Cohen, Vice President & CFO

(X)

LENDER UNDER LOAN AGREEMENT:

BANNER CAPITAL VENTURES, INC.

By:

Colin Cohen, President

(X)

# EXHIBIT 3

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF LAND RECYCLING AND WASTE MANAGEMENTPermit  
For  
Solid Waste Disposal and/or Processing Facility  
FORM NO. 8Permit No. 301311  
Date Issued August 3, 2001  
Date Expires August 3, 2011

Under the provisions of the Pennsylvania Solid Waste Management Act of July 7, 1980, Act 97, a permit for a solid waste disposal and/or processing at (municipality) Chest Township in the County of Clearfield

is granted to (applicant) Eagle Environmental II, L.P.

(address) 11 New Street

Englewood Cliffs, NJ 07632

This permit is applicable to the facility named as Royal Oak Landfill and described as:

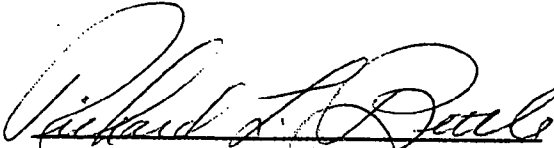
676.8 Acres

Latitude 40° 45' 49"

Longitude 78° 37' 56"

This permit is subject to modification, amendment and supplement by the Department of Environmental Protection and is further subject to revocation or suspension by the Department of Environmental Protection for any violation of the applicable laws or the rules and regulations adopted thereunder, for failure to comply in whole or in part with the conditions of this permit and the provisions set forth in the application no. 301311 which is made a part hereof, or for causing any condition inimical to the public health, safety or welfare.

See attachment for waste limitations and/or special conditions

  
FOR THE DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF LAND RECYCLING AND WASTE MANAGEMENTPermit  
For  
Solid Waste Disposal and/or Processing Facility  
FORM NO. 8

Permit No.	301311
Date Issued	August 3, 2001
Date Expires	August 3, 2011

1. This permit is issued for the construction and operation of a 676.8 acre Class I residual waste landfill, of which 64.8 acres are permitted for waste disposal, employing artificial liners and collection and treatment of leachate, pursuant to the application for Municipal or Residual Waste Permit notarized July 9, 1997, and the following information:

- a. Phase I and II information submitted July 17, 1997.
- b. Revisions dated June 1998, October 1998, June 1999, December 1999, November 2000, and January 12, 2001.
- c. All other related submissions/correspondence received after July 17, 1997.

This permit includes the permit application, as revised, listed above (hereinafter referred to as the "permit application").

2. Any alterations or additions to the permitted facility constitute major or minor modifications and the applicable documents must be provided. Any alterations or additions must be approved in writing as a permit modification by the Department of Environmental Protection (Department) Northcentral Field Office (NCFO) Waste Management Program prior to the change taking place.
3. The permittee shall comply with all applicable requirements of 25 Pa. Code § 287, 288 and 299 of the Residual Waste rules and regulations. Failure to comply with any of the Department's rules, regulations and special conditions of this permit may result in enforcement action by the Department.
4. Within 30 days after issuance of the permit, the permittee shall submit one (1) set of a complete permit application packet incorporating all approved final revisions of all forms, attachments and plans under one cover to the NCFO Waste Management Program.
5. A copy of the complete Waste Management permit application, including all updates and revisions, shall be retained at the facility's office on site.

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF LAND RECYCLING AND WASTE MANAGEMENTPermit  
For  
Solid Waste Disposal and/or Processing Facility  
FORM NO. 8

Permit No.	301311
Date Issued	August 3, 2001
Date Expires	August 3, 2011

6. Nothing in this permit shall be construed to supersede, amend or authorize violation of the provisions of any valid and applicable local law, local ordinance or local regulation provided that said local law, local ordinance or local regulation is not preempted by the Pennsylvania Solid Waste Management Act, the Act of July 7, 1980, P.L. 380, No. 97, 35 P.S. § 6018.101, et seq.
7. As a condition of this permit, and of the permittee's authority to conduct the activities authorized by this permit, the permittee hereby authorizes and consents to allow authorized employees or agents of the Department, without advance notice or a search warrant, upon presentation of appropriate credentials, and without delay, to have access to and to inspect all areas on which solid waste management activities are being or will be conducted. The authorization and consent shall include consent to collect samples of waste, water or gases, to take photographs, to perform measurements, surveys and other tests, to inspect any monitoring equipment, to inspect the methods of operation, and to inspect and/or copy documents, books or papers required by the Department to be maintained. This permit condition is referenced in accordance with Sections 608 and 610(7) of the Solid Waste Management Act, 35 P.S. Sections 6018.608 and 6018.610(7). This condition in no way limits these powers or any other powers granted under the Solid Waste Management Act.
8. Prior to any clearing and grubbing, earth disturbance, or any type of construction, the permittee must first provide permanent physical markers at the perimeter of the 300-foot buffer zones around each exceptional value (EV) wetland. The markers shall be clearly visible, readable and uniform throughout the operation of the landfill. The 300-foot buffer zones shall not be disturbed in any manner.
9. The permittee shall submit, on a form provided by the Department, certification by a Pennsylvania registered professional engineer of site construction in accordance with the approved plans and 25 Pa. Code § 288.202. Each phase of the landfill construction shall be certified in this manner.

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF LAND RECYCLING AND WASTE MANAGEMENTPermit  
For  
Solid Waste Disposal and/or Processing Facility  
FORM NO. 8

Permit No.	301311
Date Issued	August 3, 2001
Date Expires	August 3, 2011

10. The permittee is required to complete a daily operational record as required by 25 Pa. Code § 288.281. The daily operational record shall be recorded on a form supplied by the Department and shall be maintained on a daily basis and must be available at all times for review by the Department employees or their authorized representatives.
11. The permittee shall submit to the Department, an annual operations report on or before June 30 of each year beginning in 2002, in accordance with the requirements of 25 Pa. Code § 288.283.
12. The permittee shall, prior to commencing disposal operations, construct field controls as described in 25 Pa. Code § 288.211 as well as the approved plans submitted with the permit application described in condition number 1, above.
13. No hazardous or toxic wastes or waste characteristic as identified in 25 Pa. Code, Chapter 261a., may be managed or disposed of at this facility.
14. No lead acid batteries shall be disposed, discarded or placed into mixed waste at this facility.
15. This facility is permitted to accept waste for disposal 6 days per week. The permitted days and hours of operation are from 6:00 am to 11:00 pm, Monday through Friday, and 6:00 am to 5:00 pm on Saturdays. The permitted days and hours of operation for waste collection and disposal activities are from 7:00 am to 4:00 pm, Monday through Friday, and 8:00 am to 12:00 pm on Saturdays.
16. No more than 3,000 tons of solid waste may be received at this facility for disposal on any single operating day. This figure represents the maximum daily volume of the facility.
17. No more than 2,500 tons of solid waste may be received at this facility for disposal on an average daily volume basis over the standard calendar year quarter. This figure represents the average daily volume of the facility.



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18. Any increase in the average or maximum daily waste disposal amount referenced above shall require a major permit modification to be submitted to the NCFO Waste Management Program for review. Written approval for this major permit modification is required by the NCFO Waste Management Program.
19. The permittee shall comply with the proposals addressing landfill related truck management during those days in which Harmony School District school busses are transporting school students, as detailed in the May 1, 2000, and May 19, 2000, letters from Thomas J. Valiknac (consulting engineer for Eagle Environmental II, L.P.) to Richard H. Lewis, Pennsylvania Department of Transportation, Engineering District 2-0. The NCFO Waste Management Program requested the permittee to submit these proposals as part of the Environmental Assessment Process required by 25 Pa. Code § 287.127 as it relates to the review of traffic impacts. These proposals are part of the Waste Management Permit Application.
20. Any landfill related truck traffic noted on Township Routes T-409 and/or T-412 when the Harmony Area School District school busses are transporting school students at any time shall be a violation of this permit.
21. The permittee must submit for approval by the NCFO Waste Management Program a binding agreement for the use of the Hugill Sanitation, Inc. property for landfill related truck parking area as proposed in the letters identified in condition number 19, above, and as proposed by the letter of intent between Hugill Sanitation, Inc. and Eagle Environmental II, L.P. dated March 23, 2000. This agreement must be submitted and approved by the NCFO Waste Management Program prior to any construction activities taking place on the permitted area.

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22. The permittee, through submissions dated November 28, 2000, and January 12, 2001, from Thomas J. Valiknac, P.E., to the NCFO Waste Management Program, identified benefits as part of the harms and benefits analysis required by 25 Pa. Code § 287.127(c). The identified benefits of the project clearly outweigh the known and potential harms as referenced in the document prepared by the NCFO Waste Management Program entitled "Environmental Assessment Evaluation: Identification and Evaluation of Known and Potential Harms Versus Known and Potential Benefits" January 23, 2001. These November 28, 2000, and January 12, 2001, submissions are incorporated as part of the permit application. Failure to provide for all benefits described in these submissions would invalidate the Harms/Benefits analysis and will be a violation of this permit.

23. The permittee shall submit a liner installation plan to the NCFO Waste Management Program for review prior to the construction of the liner system for each landfill cell. Written approval from the NCFO Waste Management Program must be received by the permittee prior to beginning construction of the liner system including the subbase. The liner installation plan shall include, but not be limited to, the following:

- Methods of installation
- Time required to install the liner
- Panel layouts
- Procedures for inclement weather
- Procedures for material delivery
- Procedures for deploying all liner system materials
- Procedures for handling wrinkles in the liner
- Identification and number of work crews
- Resumes of the individuals on the liner installation crews

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24. The geosynthetics listed in Appendix A of this permit, are approved for installation in the liner system for this facility. These geosynthetic materials listed in Appendix A have been shown to be compatible with the expected leachate from this facility and have been demonstrated to have acceptable engineering properties including interface friction angles for use in the liner system. The list of geosynthetics in Appendix A may be amended by the permittee without modification of this permit so long as the NCFO Waste Management Program approves the use in writing as set forth below in this paragraph. Any additional liner material not currently on the list shall be evaluated for leachate compatibility in accordance with Permit Condition 27, below, and shall be demonstrated to have acceptable engineering properties including interface friction angles for use in the liner system. All such information must be submitted in writing by the permittee to the NCFO Waste Management Program for review. Written approval must be received by the permittee from the NCFO Waste Management Program prior to using the specific geosynthetic in the liner system.
25. Within 60 days from the receipt of this permit, the permittee shall submit a revised Table CQA-9A indicating the latest specifications for the Poly-Flex 60 mil Roughened HDPE material. The revised table shall include a density specification. In addition, the seam strength specifications listed on Table CQA-9A shall be revised to be consistent with Section 3.4.4.h of the CQA Plan (i.e., shear strength no less than 95% of the parent material yield strength and peel strength no less than 62% of the parent material yield strength). The CQA plan is part of the permit application.
26. Table CQA-9B (Gundule Textured HDPE Specifications) of the permit application is no longer applicable to this permit.

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27. With the exception of those geosynthetics already approved and which are listed in Appendix A, leachate compatibility testing shall be performed by the permittee on all geomembranes, geonets, and geotextiles to be used in the liner system. For geomembranes, the compatibility test procedure shall be based on USEPA or ASTM guidelines approved by the Department. For geonets and geotextiles, the test procedures listed below are required. The results of the compatibility tests must be submitted by the permittee to the NCFO Waste Management Program for review. Written approval must be received by the permittee from the NCFO Waste Management Program prior to using the specific geosynthetic in the liner system. These test procedures may be modified based on test developments by ASTM Committee D-35.

Geonets	
Property (unit)	Test Procedure
a. Mass per unit area	Direct measure (sample size > 1 sq. ft.)
b. Volatiles	Procedure for determination of volatile of exposed and unexposed FML <sub>1</sub>
c. Extractables	Procedure for determination of extractables content of exposed and unexposed FML <sub>1</sub>
d. Thickness (mils)	ASTM D-1777 (part 32)
e. Dimensions of configuration	Direct measure machine and cross machine (CM) direction

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f. Specific gravity or density

ASTM D-792 Method A or ASTM  
D-1505 (dry sample before test)

g. CBR Puncture

Geosynthetic Research Institute (GRI)  
Test Method GS1 "CBR Puncture  
Strength"

h. Strip Tensile Strength

Alternative Strip Tensile Test Method  
for Geonets

i. Transmissivity (or flow rate) ASTM D-4716 [All laboratory testing for  
transmissivity of geonets should be conducted at the site conditions,  
including but not limited to: (i) gradient at site (minimum and maximum)  
and (ii) identical representation of geosynthetic layers].

j. Compression Behavior of  
Geonets

GRI Test Method GNI "Compression  
Behavior of Geonets"

Footnote 1. Lining of Waste Containment and Other Impoundment Facilities:  
EPA; Sept. 1988; EPA 600/2-88-052.

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Geotextiles

<u>Property (units)</u>	<u>Test Procedure</u>
a. Thickness (mils)	ASTM D-1777 (part 32)
b. Mass per unit area (oz/sq. yd.)	ASTM D-3776
c. Dimension (cm)	Direct measure machine and cross machine direction
d. Grab Tensile strength/elongation	ASTM D-4632
e. Trapezoidal tear resistance	ASTM D-4533
f. Hydraulic burst strength	ASTM D-3786
g. Puncture resistance	ASTM D-3787
h. Permittivity	ASTM D-4491

28. When the permittee receives the liner system geonets and geomembranes at the construction site, conformance testing shall be conducted by the permittee. For geonets, testing shall be conducted in accordance with Section 3.3.3 of the Construction Quality Assurance (CQA) Plan in the permit application. For geomembranes, testing shall be conducted in accordance with Section 3.4.3 of the CQA Plan in the permit application.

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29. Samples of all geosynthetic materials received by the permittee shall be retained at the facility office on site for future verification. The frequency of sampling shall be one sample for every 100,000 ft<sup>2</sup> delivered.
30. All sample results from each layer of the liner system's preparation, construction and/or installation shall be submitted to the NCFO Waste Management Program for review. Waste may not be disposed in any area until the following have been met:
- A Certification of Facility Construction Activity (Form 19R) has been completed by the permittee and received by the NCFO Waste Management Program.
  - A field Quality Assurance (QA) report for each specific liner system layer's construction is submitted with the Form 19R. At a minimum, this report shall include:
    - Personnel involved with the project.
    - Scope of work.
    - QA and Quality Control (QC) methods and activities.
    - Test results.
    - Problems encountered during construction and resolution of these problems.
    - Field drawings signed and sealed by a Pennsylvania registered professional engineer.
  - Written approval has been received by the permittee from the NCFO Waste Management Program for construction of each specific layer.
31. Upon completion of each layer of the liner system, the permittee shall notify the NCFO Waste Management Program that the liner layer construction activity is ready for inspection.

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32. For all liner system layers, construction or installation of the next layer of the liner system may not take place until the NCFO Waste Management Program has conducted an inspection of the previous liner system construction activity, all the approved minimum specifications for that specific previous layer have been met, and written approval has been received by the permittee from the NCFO Waste Management Program for construction of that specific previous layer.
33. All daily QA reports shall be available for review at the facility's office on site at all times upon request by the Department or its representatives.
34. During the liner system construction and installation, there shall be at least one third party QA monitor for each distinct seaming work crew and at least one third party QA monitor for each distinct work crew conducting non-destructive seam testing.
35. At least one third party QA monitor shall be present to measure and accurately locate each field panel's position on the site and develop as-built drawings that include all patches and repairs.
36. Prior to installation of the geogrid, the soil parameters listed on page 5 of the Tensar Structural Geogrid Liner Support Design report, which is part of the permit application, shall be verified by the permittee and approved in writing by the NCFO Waste Management Program.
37. Radiation Monitoring Plan: An updated Radiation Action Plan based on the following comments shall be submitted by the permittee to the NCFO Waste Management Program for review and written approval prior to any waste being accepted for disposal at this facility.
- a. Upon completion of the training identified in Section D.1 of the Radiation Action Plan (RAP), as amended February 2001, the landfill manager, the Primary Radioactivity Coordinator, and the Assistant Radioactivity Coordinator shall be instructed in each component of the plan by Mr. Thomas J. Valiknac, P.E., the preparer of the plan.



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- b. The procedures listed in Section D.2 of the RAP, as amended February 2001, shall be incorporated into the RAP. The procedures include; i) written alarm procedures, ii) procedures for waste haulers to follow if radiation and radioactive material is detected in their vehicle, iii) procedures to ensure at least one individual per shift is trained and responsible for the implementation of response procedures in the event an alarm is activated, iv) procedures to be followed by customers in the event an alarm point is exceeded, and v) procedures to be followed by facility personnel in the event an alarm is activated.
- c. The barriers to be installed around the fixed detectors as specified in Section F.1 of the RAP, as amended February 2001, shall be constructed in such a way so as not to inhibit the ability of the detectors from detecting radiation emitted from the waste-hauling trucks. The RAP shall be updated to include the design of these barriers.
- d. Upon selecting the radiation monitoring equipment that will be used at the Royal Oaks Landfill, the procedures for calibrating each type of monitoring equipment shall be included into the RAP. Calibration procedures shall describe who will be conducting the calibration, how each piece of monitoring equipment will be calibrated, and the minimum frequency calibration will be conducted. Calibration shall be conducted after any repairs to the equipment and at a frequency recommended by the manufacturer. The person conducting the calibration shall be one trained in the operation of the equipment.
38. Within 180 days from the date of this permit, the permittee shall submit the protocol to the NCFO Waste Management Program for review and approval, describing how the installation of equipment and collection of meteorological data will be accomplished. This is in accordance with 25 Pa. Code § 288.136(b)(3) and with the November 2000 revision to Attachment 23R, Section B of the permit application.

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39. This facility is granted equivalency requests for the approvals listed in Appendix B of this permit. The specific permit conditions for each of these equivalency approvals are included in Attachment 1 of Appendix B. Appendix B will be updated for any new equivalency approvals granted in accordance with 25 Pa. Code § 287.231 after the issuance date of this permit.
40. All permit modifications, other than equivalency approvals, granted for this facility are listed in Appendix C, of this permit. The specific permit conditions for each of these permit modifications are included in Attachment 1 of Appendix C. Appendix C will be updated for any new permit modifications approved after the issuance date of this permit.
41. Precipitation collected in a disposal field may be handled by a sedimentation pond only if no wastes have been placed in that specific disposal field and no run-on from any other disposal field is occurring. Once waste is placed in a disposal field or run-on from other disposal areas is occurring, all water that is collected in the specific disposal field must be handled by the leachate collection system.
42. The permittee shall install all erosion and sedimentation control structures including but not limited to, diversion and collection ditches, sedimentation ponds and traps, silt fences, culverts, and discharge structures in accordance with the approved plans included in the permit application and 25 Pa. Code Chapter 102, and 25 Pa. Code § 288.151 and § 288.242-288.244. All buried culverts and discharge pipes shall be installed by the permittee such that they are protected from yielding, buckling, and cracking.
43. The permittee must inspect erosion and sedimentation control structures on a regular basis during operation, closure and post-closure periods. Inspections shall be conducted at least monthly and within twenty-four (24) hours after each continuous storm event of 1 inch or greater. The permittee shall conduct any required maintenance immediately after the inspection.

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44. The permittee shall keep records on the amount of leachate recirculated, problems encountered due to pipe collapse or clogging, leachate outbreaks and leachate short-circuiting, and the method of correction of any problems. The records shall be kept on a monthly basis and retained at the facility's office on site for the life of the facility including the post-closure period. These records shall be available for inspection by the Department or its representative upon request.
45. At least two weeks prior to the construction of the leachate storage tanks, the permittee shall submit design plans for the foundation for each tank to the NCFO Waste Management Program for review and written approval. These design plans shall include the footing design and the bearing capacity report as described in Section 5.0 of the tank specifications included in Attachment 17R-4-1 of the permit application.
46. The permittee shall not utilize more than 25% of the 30-day available leachate storage capacity at any time except in the event of an emergency. Twenty-five percent or less of the 30-day available leachate storage may be used for activities such as flow equalization.
47. The permittee shall notify, and obtain written approval from, the NCFO Water Quality Management Program, 208 W. Third St., Suite 101, Williamsport, PA 17701, prior to discharging any water from the hydrostatic testing of the leachate storage tanks.
48. Vehicular transportation of leachate to an off-site treatment facility shall cease three years from the date of initial discharge of leachate into the leachate collection and handling system unless otherwise authorized by the Department.

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49. Prior to commencing disposal operations, the permittee shall provide the Department with a copy of a signed contractual agreement with the operator of a primary offsite leachate treatment facility that provides for treatment of leachate at the facility, and a copy of a signed contractual agreement with the operator of a backup leachate treatment facility that provides for backup treatment of leachate at the second facility if leachate cannot be treated by the primary treatment facility. The contracts shall specify the period of time that offsite treatment will be provided. The contracts shall also prohibit the treatment facility operators from refusing to treat leachate without six (6) months advance written notice to the permittee.
50. The permittee shall submit a complete and final Preparedness, Prevention, and Contingency (PPC) Plan to the NCFO Waste Management Program within sixty (60) days from the date of this permit. The PPC plan shall be based on the outline developed and submitted with Form L of the permit application.
51. The permittee shall submit a blasting plan to the Department's Bureau of Mining and Reclamation, P.O. Box 8461, Harrisburg, PA 17105-8461, for review and written approval prior to any blasting at this facility. The permittee shall notify the NCFO Waste Management Program when the above referenced blasting plan is submitted. The blasting plan shall ensure that the groundwater monitoring wells, liner system components, gas monitoring wells, leachate conveyance and storage facilities, erosion and sedimentation control structures, and other landfill structures are not adversely affected. The blasting plan shall include the procedures to be followed during the test blasting program to be conducted during the construction of Mining Stage 1 as described in the permit application.
52. Test Blasting Report: Upon completion of blasting in Mining Stage 1, the permittee shall submit a report detailing the results of the test blasting to the NCFO Waste Management Program for review and written approval before constructing the liner system for Stage 1. The test blasting report shall include the information specified on page 3 of Attachment 16R-9-3-1 of the permit application.

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53. Within 60 days from the issuance date of this permit, the permittee shall seal all bore holes which were drilled for the purposes of site investigation and which will not be impacted by landfill excavation and construction in accordance with 25 Pa. Code § 288.122 (b).
54. Within 60 days from the issuance date of this permit, the permittee shall submit revised liner system details (Drawing PH-16-C). The revised detail shall indicate the geotextiles within the leachate detection zone are 6 oz/yd<sup>2</sup> not 16 oz/yd<sup>2</sup>.
55. The permittee shall not cause or allow water pollution within or outside of the permitted facility. Pollution for the purposes of this condition shall not be limited to groundwater, but shall include, but not be limited to, surface water discharges to Pine Run and all of its tributaries. The permittee shall report any degradation at any of the monitoring points dedicated to the facility to the NCFO Waste Management Program in accordance with 25 Pa. Code, § 288.256. The permittee must initiate a groundwater assessment plan in accordance with 25 Pa. Code, § 288.256 to determine the source of the contamination at the monitoring point. Based on the results of the groundwater assessment plan, an abatement plan meeting the requirements of 25 Pa. Code, § 288.257 shall be submitted to the NCFO Waste Management Program as required.
56. All monitoring point sample sheets prepared by the permittee, whether from quarterly or annual samples, shall include at a minimum, the following information which shall be measured in the field at the time of sampling:
- water level depth
  - sampling depth
  - water temperature
  - pH
  - specific conductance

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57. The permittee shall submit quarterly chemical analysis reports of all monitoring points to the NCFO Waste Management Program within 60 days of sampling or 15 days after completion of the chemical analysis, whichever is sooner.
58. On each anniversary date of this permit, annual chemical analysis reports of all monitoring points must be submitted to the NCFO Waste Management Program within 60 days of sampling or 15 days after completion of the chemical analysis, whichever is sooner.
59. If groundwater samples cannot be obtained from any of the monitoring well(s), the well(s) shall be redrilled or relocated so as to obtain water for sampling groundwater. The permittee shall notify and obtain written approval from the NCFO Waste Management Program prior to drilling and reconstructing any new monitoring wells.
60. The permittee shall pump all monitoring wells at a rate not to cause excessive turbidity. If turbidity values exceed 5 NTU, the permittee shall test all metals for dissolved values to be included with the quarterly and annual chemical analysis reports.
61. The permittee shall sample the monitoring wells after removing a minimum of three (3) well volumes from the well. If insufficient water is available for sampling after three well volumes, the permittee shall sample the monitoring well the next day. If sufficient water is still not available after the next day, the permittee shall re-drill and reconstruct the monitoring well to obtain sufficient water for sampling. The permittee shall notify and obtain written approval from the NCFO Waste Management Program prior to drilling and reconstructing of any new monitoring wells.

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62. The following shall apply when the permittee constructs the seasonal water seepage drain included in the permit application:

- The seepage drain shall prevent seasonal groundwater from infiltrating the undisturbed soils and the sub-grade and sub-base soils down to a depth of 4-feet beneath the base of the landfill's liner.
- The permittee shall design the discharge point of the seepage drain to prevent accelerations of erosion.
- The permittee shall sample the water discharging from the seepage drain and included in the facility's groundwater and surface water monitoring quarterly and annual chemical analysis reports.
- The permittee shall monitor the seepage drain on a daily basis to ensure it is functioning as designed.

63. Mandatory Abatement Standards for all constituents required by 25 Pa. Code § 288.257(c) shall be complied with at the identified compliance points.

64. Prior to and after mitigation work has been completed on the fractured bedrock beneath the landfill, the permittee shall hydraulically analyze the aquifer containing the affected area. The permittee shall conduct an aquifer test, utilizing the monitoring well system, and any auxiliary monitoring wells, to examine the aquifer's flow regime within the portion of the bedrock that is planned for mitigation. The permittee shall notify the NCFO Waste Management Program prior to start of any aquifer testing procedures. The permittee shall submit to the NCFO Waste Management Program the results of the aquifer analysis within 60 days after the completion of the aquifer test.

65. All soil materials to be used for daily, intermediate and final covers, subbase and clay seepage drain barrier material shall be screened and/or crushed prior to use unless otherwise approved by the NCFO Waste Management Program, in writing.

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66. All soil materials to be used for daily, intermediate and final covers, subbase and clay seepage drain barrier material shall be tested according to the methods and frequencies outlined in the Soils Quality Assurance Plan included in the permit application.

67. The permittee shall perform combustibility testing via ASTM D-3174-97 on the following materials at the following frequencies:

Subgrade: 1 test per 1500 cubic yards

Subbase: 1 test per 1500 cubic yards

Daily Cover: 1 test per 1250 cubic yards

Intermediate Cover: 1 test per 420 cubic yards

Final Cover: 1 test per 1500 cubic yards

Clay Seepage Drain Barrier: 1 test per 1500 cubic yards

68. Any mine spoil blended with coal shall be tested by the permittee at a minimum frequency of one sample per 750 cubic yards.

69. The permittee shall repair all penetrations made during nuclear density testing of the subbase layer(s) described in the permit application with powdered bentonite tamped and hydrated in layers no greater than 3 inches thick.

70. After placement of a subbase loose lift, a sheepsfoot roller or other similar equipment shall be used to achieve the desired compaction and knit the loose lift layer into the subgrade or previously constructed layer. The final surface of the subbase shall be finish compacted with a smooth vibratory roller.

71. If a sheepsfoot roller is used, then the feet of the sheepsfoot roller shall be sized such that the geogrid within the subgrade layer is not damaged.



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72. Scarification of the subgrade shall be done to a minimum depth of one inch. The geogrid within the subgrade shall not be damaged.
73. The permittee shall prevent trucks exiting the facility from tracking mud and other contaminants such as debris, litter, solid waste, and leachate, onto the public highway.
74. The permittee shall not accept solid waste transported to the facility in a vehicle in which the waste is not covered or secured in accordance with the Department's rules and regulations governing the transportation of waste.
75. The permittee shall not allow litter to be blown or otherwise deposited off-site.
76. The permittee shall construct fences or other barriers sufficient to control blowing litter in the immediate operating area and all other areas within the permit boundaries necessary to control blowing litter.
77. The permittee shall collect litter at least weekly from fences, roadways, trees and tree line barriers and other barriers and disposed of in the working face.
78. The Royal Oak Residual Landfill, which is owned and operated by Eagle Environmental II, L.P., is hereby authorized to accept the generic residual and special handling residual wastestreams as specified in the Form R Waste Analysis and Classification Plan of the permit application. Specifications for the Form R are set forth in the permit application and with the following specific conditions for accepting Form U and Form FC-1 wastes for disposal:
- All wastes for acceptance shall be consistent with the requirements stated in this approved Form R, Waste Analysis and Classification Plan.

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- b. Submittals by the permittee for the initial acceptance of individual generator wastes, identified in Table R-1, shall contain all information required by the respective forms and a signature of the official certifying the results for the permittee.
- c. Submittals by the permittee for the initial acceptance shall include all applicable Form U parameters unless the absence of parameters is certified in writing by the generator. Absence of parameters refers to absence in leaching and not total concentration. Generator certifications for absence of specific parameters shall be based on generator knowledge or known chemical composition of the waste.
- d. The minimum analytical requirements for reanalysis are designated in Table R-2. The results of the reanalysis shall be received by the permittee on or before the anniversary date of this approval and shall be maintained at the permittee's site for five (5) years from the date the results were received. The results shall be made available to the Department upon request.
- e. Test methods in Table R-3 may be amended by the permittee without modification to this permit. The permittee shall notify the NCFO Waste Management Program, in writing of any amended test methods.
- f. Waste acceptance limits shall be as designated in Table R-4.
- g. Total analyses, in mg/kg, may be reported in lieu of leaching analyses for metals or organics, provided that the results for the total concentration do not exceed twenty (20) times the 80% warning limits for waste acceptance as shown in Table R-4.

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- m. Cement kiln residue (RWC 212) from generators burning hazardous waste fuels or using waste as raw materials shall be evaluated by the NCFO Waste Management Program on a case-by-case basis for acceptance and monitoring.
- n. In the event leachate treatment capability is reduced or more restrictive leachate discharge limitations are imposed by the Department, the permittee shall submit for review and written approval a permit modification application for the Form R leachate treatability to the NCFO Waste Management Program.
- o. If the permittee wants to modify the acceptance limit concentrations or chemical test parameters, the permittee must submit a minor permit modification to the NCFO Waste Management Program for review and written approval.
- p. Modifications of residual waste codes (RWC's), for acceptance of wastes for disposal not approved in the Form R Waste Analysis and Classification Plan included in the permit application, or this permit, shall be a major permit modification, per 25 Pa. Code § 287.154(a).
- q. The permittee shall submit written requests for minor permit modifications to accept or modify the acceptance of large quantity (>2,200 lb/mo) residual or special handling residual waste to the NCFO Waste Management Program on forms supplied by the Department, including Source Reduction Strategy.

These written requests must be received by the NCFO Waste Management Program, by: certified mail with a return signature card, or be hand delivered with documentation from the NCFO Waste Management Program that the information was properly received, or other acceptable means by which the permittee is able to track receipt dates.

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If not disapproved by the NCFO Waste Management Program, the requested waste may be accepted for disposal fifteen (15) Departmental working days after receipt by the NCFO Waste Management Program of the written request.

If it is determined after the fifteen (15) Departmental working day period that waste accepted was not consistent with this Form R Waste Analysis and Classification Plan or the design of the landfill site, the permittee shall be subject to any and all applicable enforcement actions of the Solid Waste Management Act or the Department's rules and regulations promulgated thereunder. The absence of disapproval by the Department during or after the waiting period does not constitute an approval or final action of the Department.

- r. The permittee shall not accept residual or special handling residual waste from any generator subject to 25 Pa. Code, § 287.54 of the Department's Residual Waste Regulations who does not provide the permittee with Form 26R, chemical analysis of the waste or certification that the physical and chemical properties of the waste and the process generating the waste have not changed, on or before the anniversary date of this Waste Analysis and Classification Plan approval, until such time as the Form 26R is supplied to the permittee by the generator.
- s. The Form 26R shall include written documentation that the waste is not a hazardous waste under 25 Pa. Code, Chapter 261a., and written documentation that the waste continues to meet the landfill's Form R waste acceptance criteria.
- t. Form 26R analysis or certification required under 25 Pa. Code, § 287.54 shall be maintained at the permittee's site for five (5) years from date of receiving the form and shall be made available to the Department upon request.
- u. The permittee shall receive annually from small quantity residual waste generators and large quantity generators of small quantity waste types, written

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documentation that their waste is not hazardous waste under 25 Pa. Code, Chapter 261a., and written documentation that their waste continues to meet the landfill's Form R waste acceptance criteria. These documentations shall be filed at the facility site for five (5) years from the dates of receiving the forms and shall be made available to the Department on request. If documentation is not supplied to the permittee by the generator, the facility must no longer accept that waste until such time as the generator supplies it. This condition does not apply to Form S waste.

- v. All Form U, Form 25R, and Form EC-1 documents must be kept on file at the permittee's office on site for five (5) years from the dates of receiving the forms and shall be made available to the Department upon request per 25 Pa. Code, § 288.203(b).
- w. The permittee shall at all times use the most recent sampling methods, analysis methods, and Department forms.
- x. Current laboratory Quality Assurance/Quality Control (QA/QC) plans, for each of the laboratories utilized to test generator wastestreams in compliance with this approval, shall be kept on file at the permittee's office on site. Each plan shall include:
1. Chain-of-custody control.
  2. Sample collection and preservation information.
  3. Analytical procedures.

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- y. Each laboratory analytical report filed at the permittee's site or submitted to the Department in compliance with this permit, shall include the following information:

1. Sampling technique used.
2. Sample preservation and storage used.
3. Field QA/QC used.
4. Proper analytical units.
5. Extraction, digestion, and analytical methods for all required parameters.
6. Instrument detection limits for all required parameters.
7. Sampling dates and dates of analysis for individual parameters to verify holding times.
8. Signature of the responsible laboratory representative.

- z. Acceptance limits for waste excluded from regulation as hazardous waste under 25 Pa. Code, § 261.4(a) shall be based on limiting factors of applicable toxicity parameters, liner compatibility, leachate treatability and waste-to-waste chemical compatibility.

- aa. The NCFO Waste Management Program shall be notified immediately by the permittee as soon as the permittee is aware that received waste is rejected and when waste failing on-site screening has been received and disposed.

79. All submissions required under this permit to the NCFO Waste Management Program shall be sent to the following address:

Environmental Protection Program Manager – Waste Management  
Department of Environmental Protection  
NCFO Waste Management Program  
208 West Third St., Suite 101  
Williamsport, Pa. 17701

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APPENDIX AApproved Geosynthetics For Royal Oaks Residual Waste Landfill Liner System

## 1. Primary and Secondary Liner Geomembranes:

- a. Textured 60 mil HDPE manufactured by Poly-Flex Inc.

## 2. Leachate Detection Zone Geonet:

- a. Fabrinet XL 14 HDPE Geocomposite, manufactured by GSE Lining Technology. The Fabrinet shall have a layer of geotextile bonded to each side. The approved geotextile is Amoco 4506 manufactured by Amoco Fabrics and Fiber Company.

## 3. Geotextiles in Leachate Collection Zone:

- a. Type 4516, 16 oz/yd, polypropylene non-woven geotextile, manufactured by Amoco Fabrics and Fiber Company.

## 4. Geosynthetic Clay Liner:

- a. Bentomat SS, manufactured by Colloid Environmental Technologies Company.

## 5. Geogrid:

- a. Tensar UX1600HS geogrid manufactured by Tensar Earth Technologies, Inc.

## 6. Cap material:

- a. 40 mil Ultraflex Textured Geomembrane manufactured by GSE Lining Technology, Inc.

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APPENDIX B

List of Approved Equivalency Approvals For the Royal Oaks

Residual Waste Landfill

(See Attachment 1 for Conditions)

1. Leachate Detection Zone

a. Geonet

2. Alternate Daily Cover

a. Rusmar AC-645 Foam



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Attachment 1 to Appendix B  
Conditions for Approved Equivalency Approvals

## 1. Leachate Detection Zone

- a. A leachate detection zone consisting of one layer of geonet on the 4:1 sideslopes and two layers of geonet on the landfill floor as specified in the permit application. It has been determined that the geonet meets the performance standards in 25 Pa. Code § 288.435(a).

## 2. Alternate Daily Cover

- a. Alternate daily cover consisting of a foam product for which the following conditions apply:

- (i) The AC-645 Long Duration Foam Product manufactured by Rusmar, Inc. is the only foam product this permit allows for use as an alternate daily cover material. Any other source of foam alternate daily cover must be approved in writing by the NCFO Waste Management Program.
- (ii) If the foam used as daily cover fails to meet the performance standards for daily cover as specified in 25 Pa. Code § 288.232(c) at any time and for any reason, the permittee shall immediately cease using the foam and shall use cover soil meeting the requirements of 25 Pa. Code § 288.232(c). In lieu of soil daily cover, the permittee may apply another approved alternate daily cover in accordance with the conditions set forth for that alternate daily cover.
- (iii) The foam shall be applied to the working face in a uniform six (6) inch layer as described in Section 3.3 (Daily Operation Procedures) of the Request for Equivalency Review.

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(iv) Vehicular traffic shall not occur on the foam application area until waste disposal activities resume the following morning.

(v) The foam shall only be utilized in the limited area of the working face where waste disposal will resume the following morning. If waste will not resume the following morning, or if the working face will be idle for more than 15 hours, daily cover soil meeting the requirements of 25 Pa. Code § 288.232(c) shall be applied to the working face.

(vi) At a minimum of once per week, a uniform six-inch layer of soil daily cover meeting the requirements of 25 Pa. Code § 288.232(c) shall be applied by the permittee.

(vii) The foam shall not be applied if moderate to heavy precipitation is forecasted to occur between the time of foam placement and resumption of waste disposal operations in the morning.

(viii) The foam shall not be applied when wind velocity or forecasted wind velocity is in excess of 35 miles per hour.

(ix) A minimum five-day supply of daily cover soil that meets the requirements of 25 Pa. Code § 288.232(c) shall be maintained at the site at all times.

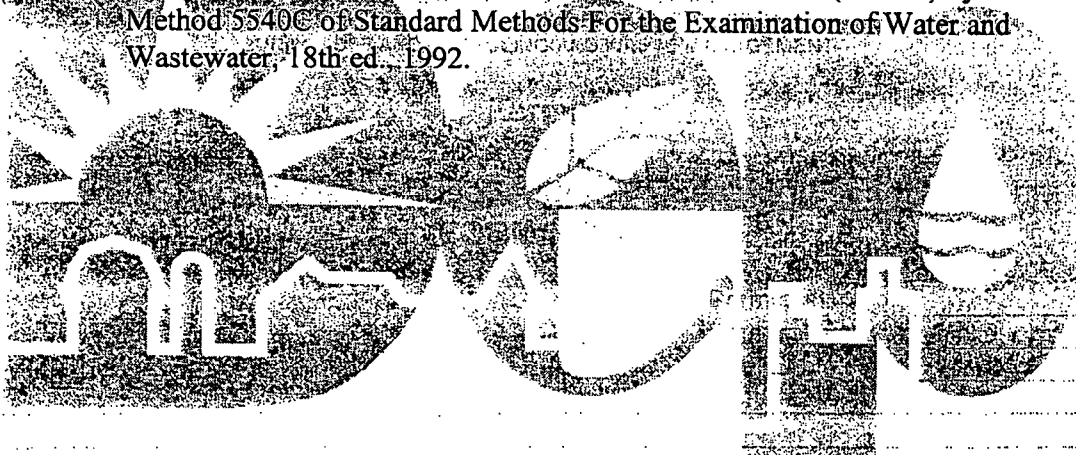
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(x) The foam shall not be applied to areas with slopes in excess of four horizontal to one vertical (4:1 or 25%).

(xi) The quarterly leachate and groundwater analyses shall be revised to include analysis for methylene blue activated substances (MBAS) by Method 5540C of Standard Methods For the Examination of Water and Wastewater, 18th ed., 1992.



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Appendix C

List of Approved Permit Modifications For the Royal Oaks

Residual Waste Landfill

(See Attachment 1 for Conditions)

This Appendix is reserved for listing of future permit modifications.

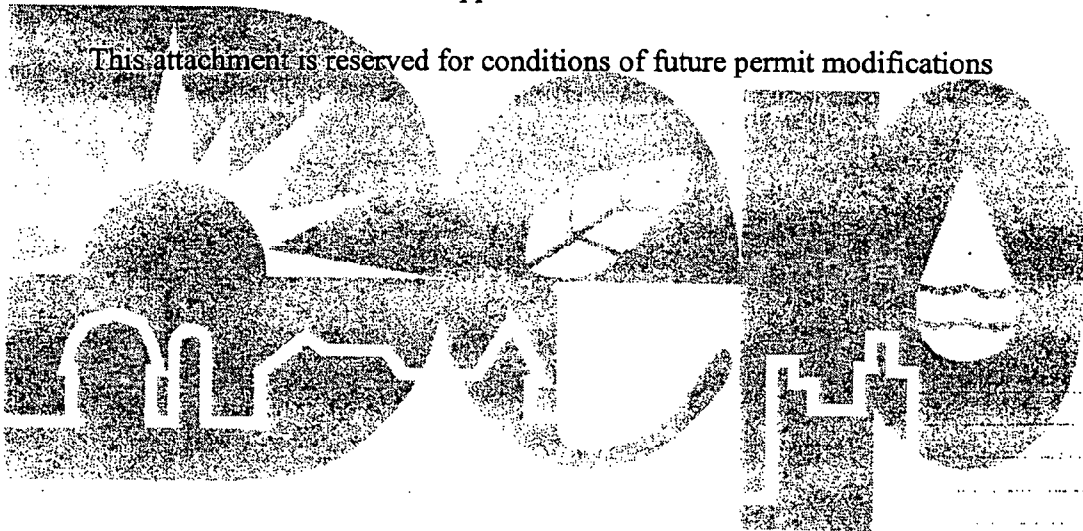
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Attachment 1 to Appendix C  
Conditions for Approved Permit Modifications

This attachment is reserved for conditions of future permit modifications



**Table R-1  
Residual Waste Codes**

**ROYAL OAK RESIDUAL LANDFILL**

<b>Residual Waste Codes</b>	<b>Residual Waste Categories</b>
001	Coal-derived bottom ash
002	Coal-derived fly ash
003	Flue gas desulfurization residue (FGD)
004	Incinerator bottom ash
005	Incinerator fly ash
006	Incinerator mixed ash
007	Other ash (to be further specified)
101	Foundry sand
102	Slag
103	Refractory material
104	Grindings, shavings
105	Ferrous baghouse dust
106	Non-ferrous baghouse dust
107	Ferrous scrap, including auto recycle
108	Non-ferrous scrap
109	Sandblast abrasive and residue
110	Air emission control dust
201	Water treatment sludge/sediment
203	Industrial wastewater treatment sludge, including acid mine drainage sludge
204	Metallurgical sludge
205	Food processing sludge (excluding commercial and institutional sources)
206	Paint, coating sludge and scale
207	Tank bottoms
208	Still bottoms (non-hazardous)
209	Oily sludge, petroleum derived
210	Air emission control sludge
211	Other industrial sludge (to be further specified)
212	Lime/cement kiln scale, residue
214	Cooling tower sediment/sludge
302	Basic chemicals (pH > 8)
304	Chemical salts
305	Spent activated carbon (e.g., decoloring, filtering) For carbon/graphite scrap, see RWC 481

Residual Waste Codes	Residual Waste Categories
306	Surface coatings (e.g., solid/semi-solid paints, polishes, adhesives, inks, cans of hardened paint) For paint filters, see RWC 473
307	Filter media/aids (e.g., diatomaceous earth, ion exchange resins, silica gels, silica bead desiccant)
308	Spent dyes
310	Detergents, cleaning agents
311	Off-specifications products, intermediates (non-hazardous, to be further specified)
312	Pharmaceutical, laboratory, biological wastes (excluding infectious/chemo.)
401	Leather wastes (for Cr tannery process sludgese, see RWC 211)
402	Rubber, elastomer wastes, Latex
403	Wood wastes (scrap lumber, pallets, particle board)
404	Paper, cardboard wastes, laminated paper
405	Textile wastes, including yarn, fabric, fiber, elastic
406	Glass wastes (cullet), excluding industrial refractory material
407	Polyethylene, polystyrene, polyurethane, and other non-halogenated plastics
408	Glass reinforced plastics
409	Halogenated plastics (e.g. PVC, Teflon, CPE)
410	Electronic component wastes (e.g. off-spec semiconductors, circuit boards)
412	Photographic wastes (e.g. film, photographic paper)
413	Asphalt (bituminous).
414	Ceramic wastes
415	Linoleum wastes
416	Thermal insulation wastes (cellulose, glass, wool)
417	Wiring, conduit, electrical insulation
418	Sawdust, including wood shavings
419	Contaminated containers (and contents), includes metallic and non-metallic drums and pails.
430	Food waste (excluding treatment sludges and commercial/institutional sources)
440	Resins, (Epoxy waste)
450	Polymers (other than 407, 409)
460	Vinyl (sheet, upholstery)
470	Spent filters - air/gas
471	Spent filters - aqueous
472	Spent filters- non-hazardous fuel, oil, solvent
473	Paint filters, other cloth/paper filters, supersacs

Residual Waste Codes	Residual Waste Categories
480	Refractory (furnace, boiler), other than RWC 103
481	Carbon/graphite residue/scrap
482	Baghouse dust, other than RWC's 105 and 106
483	Blasting abrasive/residue, other than RWC 109
484	Gypsum plaster molds
501	Asbestos-containing waste (e.g. insulation, brake lining, etc.)
502	PCB-containing waste
503	Oil-contaminated waste (e.g. spent absorbent, oily rags)
505	Spent catalysts
506	Contaminated soils/debris/spill residues (nonpetroleum)
507	Waste petroleum material contaminated soil/debris
508	Virgin petroleum fuel contaminated soil/debris
510	Waste Tires (excluding whole tires, except as provided in Act 190)
701	Pumping, piping, vessels, instruments, storage tanks
702	Scrap materials from maintenance, product turnaround
704	Grinding wheels
710	Plant trash
901	Auto shredder "fluff"



**Table R-2**

# ROYAL OAK RESIDUAL LANDFILL

[illegible]

**Waste Code Testing/Reporting  
Royal Oak Residual Landfill**

[illegible]

**Waste Code Testing/Reporting  
Royal Oak Residual Landfill**

[illegible]



**Waste Code Testing/Reporting  
Royal Oak Residual Landfill**

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**Waste Code Testing/Reporting  
Royal Oak Residual Landfill**

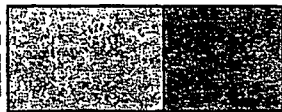
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RW	CHARACTERISTICS			RCRA TOXICITY				NON-RCRA TOXICITY			ASTM LEACH				TOTALS		Freq
	Ign	CN/S	Free		Semi	Herb		Semi			CN, NH <sub>3</sub> -N	TPH	Corr	TPH	PCB	O&G	
Code		Rx	Liq	Metals	Vols	Pest		Vols	Metals	Vols		O&G	pH	TOX			

[illegible]

Waste Code Testing/Reporting  
Royal Oak Residual Landfill

**KEY:**



- Chemical monitoring required, unless certified in writing through generator knowledge. Certification may be made if the process by which the waste was generated has not changed and the waste's composition has not changed, or if the composition is known. Certification based on known composition must either be for absence of the parameter or certification of the actual concentration.

- Chemical monitoring required, unless certified in writing through generator knowledge. Certification may be made only if the composition is known. Certification based on known composition must either be for absence of the parameter or certification of the actual concentration.

(I) A Complete Form U Reanalysis Is Required Once Every Three Years To Verify Certifications, Due On Or Before The Anniversary Date Of Wastestream Acceptance. This is Not Required For Parameters Within 30% of Form R Acceptance Limiting Criteria<sup>2</sup>, if Waste Generating Process is Certified as Not Having Changed. Results Shall Be Filed At Your Facility And Be Made Available Upon Request.

(II) Sandblast waste is to be tested per disposal event, per generator location.

(III) PCB-contaminated waste is to be tested per disposal event, per generator location. If the waste is PCB-contaminated soil, follow RWC 506 for sampling and chemical monitoring requirements.

(IV) Contaminated soils are to be tested per clean-up event, per generator location.

<sup>1</sup> Organic scans for TCLP halogens may be used to certify "known composition" of the TOX indicator parameter. This is allowed because TOX is not a required parameter for wastestream characterization but may be required as an indicator parameter for monitoring.

<sup>2</sup> % of Limiting Criteria was proposed in Table 9.1 of the Lycoming County Landfill Form R application dated October 21, 1997.

**Table R-3  
Waste Analysis Methods**

**ROYAL OAK RESIDUAL LANDFILL**

<b>Parameter</b>	<b>Leaching Procedures</b>	<b>Digestion/Extraction Procedures</b>	<b>Determinative Procedures</b>
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**Waste Characteristics**

Corrosivity			1110 & See pH
Free Liquids			9095
Ignitability			1030, DOT Oxidizer
Reactive Sulfide			7.3.4.2
Reactive Cyanide			7.3.3.2

**Toxicity Characteristic Inorganics**

Arsenic	1311	3051	6010, 7060, 7061
Barium	1311	3051	6010, 7080, 7081
Cadmium	1311	3051	6010, 7130, 7131
Chromium	1311	3051	6010, 7190, 7191
Lead	1311	3051	6010, 7420, 7421
Mercury	1311	3051	245.1, 245.2, 7470
Selenium	1311	3051	6010, 7740, 7741
Silver	1311	3051	7760, 7761

**Inorganics**

Aluminum	1311	3051	6010, 7020
Antimony	1311	3051	6010, 7040, 7041
Beryllium	1311	3051	6010, 7090, 7091
Boron	1311	3051	200.7, 200.8, 200.9
Cobalt	1311	3051	6010, 7200, 7201
Copper	1311	3051	6010, 7210, 7211
Iron	1311	3051	6010, 7380, 7381
Manganese	1311	3051	6010, 7460, 7461
Molybdenum	1311	3051	6010, 7480, 7481
Nickel	1311	3051	6010, 7520
Thallium	1311	3051	6010, 7840, 7841
Tin	1311	3051	6010, 7870
Titanium	1311	3051	6010



Parameter	Leaching Procedures	Digestion/Extraction Procedures	Determinative Procedures
Vanadium	1311	3051	6010, 7910, 7911
Zinc	1311	3051	6010, 7950, 7951

#### Toxicity Characteristic Volatile Organics

Benzene	1311	5030/5035	8260
Carbon Tetrachloride	1311	5030/5035	8260
Chlorobenzene	1311	5030/5035	8260
Chloroform	1311	5030/5035	8260
1,2-Dichloroethane	1311	5030/5035	8260
1,1-Dichloroethene	1311	5030/5035	8260
Methyl Ethyl Ketone	1311	5030/5035	8260
Tetrachloroethene	1311	5030/5035	8260
Trichloroethene	1311	5030/5035	8260
Vinyl Chloride	1311	5030/5035	8260

#### Volatile Organics

Acetone	1311	5030/5035	8260
Chloroethane	1311	5030/5035	8260
Chloromethane	1311	5030/5035	8260
bis(Chloroethyl)ether	1311	5030/5035	8260
1,2-Dibromoethane (Ethylene Dibromide)	1311	5030/5035	8260
Dibromomethane	1311	5030/5035	8260
1,1-Dichloroethane	1311	5030/5035	8260
cis-1,2-Dichloroethene	1311	5030/5035	8260
trans-1,2-Dichloroethene	1311	5030/5035	8260
cis-1,3-Dichloropropene	1311	5030/5035	8260
Ethylbenzene	1311	5030/5035	8260
2-Hexanone	1311	5030/5035	8260
Isopropylbenzene (Cumene)	1311	5030/5035	8260
Methylene chloride	1311	5030/5035	8260
4-Methyl-2-pentanone	1311	5030/5035	8260

Parameter	Leaching Procedures	Digestion/Extraction Procedures	Determinative Procedures
Methyl-tert-butyl ether (MTBE)	1311	5030/5035	8260
Styrene	1311	5030/5035	8260
Tetrachloroethane	1311	5030/5035	8260
Tetrahydrofuran	1311	5030/5035	8260
Toluene	1311	5030/5035	8260
1,1,1-Trichloroethane	1311	5030/5035	8260
1,2,3-Trichloropropane	1311	5030/5035	8260
Xylenes	1311	5030/5035	8260

#### Toxicity Characteristic Semivolatile Organics

Cresol	1311	3540/3541	8270
o-Cresol	1311	3540/3541	8270
m-Cresol	1311	3540/3541	8270
p-Cresol	1311	3540/3541	8270
1,4-Dichlorobenzene	1311	3540/3541	8270
2,4-Dinitrotoluene	1311	3540/3541	8270
Hexachlorobenzene	1311	3540/3541	8270
Hexachlorobutadiene	1311	3540/3541	8270
Hexachloroethane	1311	3540/3541	8270
Nitrobenzene	1311	3540/3541	8270
Pentachlorophenol	1311	3540/3541	8270
Pyridine	1311	3540/3541	8270
2,4,5-Trichlorophenol	1311	3540/3541	8270
2,4,6-Trichlorophenol	1311	3540/3541	8270

#### Semivolatile Organics

Acenaphthene	1311	3540/3541	8270
Anthracene	1311	3540/3541	8270
Benzo (a) anthracene	1311	3540/3541	8270
Benzo (a) pyrene	1311	3540/3541	8270
Benzo (b) fluoranthene	1311	3540/3541	8270
Benzo (g,h,i) perylene	1311	3540/3541	8270

Parameter	Leaching Procedures	Digestion/Extraction Procedures	Determinative Procedures
Butylbenzyl phthalate	1311	3540/3541	8270
2-Chloronaphthalene	1311	3540/3541	8270
Chrysene	1311	3540/3541	8270
Diethyl phthalate	1311	3540/3541	8270
Dimethyl phthalate	1311	3540/3541	8270
Ethylene glycol	1311	3540/3541	8270
bis (2-Ethylhexyl) phthalate	1311	3540/3541	8270
Fluoranthene	1311	3540/3541	8270
Indeno (1,2,3-cd) pyrene	1311	3540/3541	8270
Isophorone	1311	3540/3541	8270
Naphthalene	1311	3540/3541	8270
di-n-Octyl phthalate	1311	3540/3541	8270
Phenanthrene	1311	3540/3541	8270
Phenol	1311	3540/3541	8270
Pyrene	1311	3540/3541	8270

#### Toxicity Characteristic Pesticide Organics

Chlordane	1311	3540/3541	8081
2,4-D	1311	3540/3541	8151/555
Endrin	1311	3540/3541	8081
Heptachlor and its Epoxide	1311	3540/3541	8081
Lindane	1311	3540/3541	8081
Methoxychlor	1311	3540/3541	8081
Toxaphene	1311	3540/3541	8081
2,4,5-TP (Silvex)	1311	3540/3541	8151/555

#### Pesticide Organics

4,4'-DDT	1311	3540/3541	8081
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#### Water Leaching Tests

Ammonia-Nitrogen	ASTM D3987-85		350, 4500
Chlorides	ASTM D3987-85		9056, 9250, 9251

Parameter	Leaching Procedures	Digestion/Extraction Procedures	Determinative Procedures
COD	ASTM D3987-85		410, 5220
Cyanides	ASTM D3987-85		9010, 9012
Fluoride	ASTM D3987-85		340, 9056
Nitrate	ASTM D3987-85		352, 9056
Nitrite	ASTM D3987-85		354, 4500, 9056
Organic Halogen (TOX)	ASTM D3987-85		9020, 9022, 9023
pH	ASTM D3987-85		9040, 9045
Solids, Dissolved (TDS)	ASTM D3987-85		SM 2540
Sulfate	ASTM D3987-85		9035, 9036, 9038, 9056

**Total Analyses**

Cyanides			9010, 9012
Metals		3051	200, 6000, 7000
Oil and Grease		1664	1664
Organic Halogen (TOX)		3540, 3550	9020, 9022, 9077
PCBs		3540, 3541	8082
Pesticides		3540, 3541	8081, 8151
Petroleum Hydrocarbons (TPH)		3560, API/Gas/Diesel/ PHC, NY DOH 310-13	8440, API/Gas/Diesel/ PHC, NY DOH 310-13
Semi-Volatiles		3540, 3541	8270
Solids (%)			209, 2540
Sulfides			427, 9030, 9031
Volatiles		5035	8015, 8021, 8260
Volatile Solids			209, 2540

**Note:** This is a collection of currently acceptable methods, and not a complete listing.  
DEP or EPA may remove, replace, or update methods over time.  
The most recently promulgated test method updates shall be used.

**Table R-4A**  
**Waste Acceptance Criteria**

**ROYAL OAK RESIDUAL LANDFILL**

<b>Parameter</b>	<b>Toxicity Limits (mg/L, unless noted)</b>	<b>Liner Compatibility Limits (mg/L, unless noted)</b>	<b>Leachate Treatability Limits (mg/L)</b>
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**Waste Characteristics**

Corrosivity	2 < pH < 12.5		
Free Liquids	No Free Liquids		
Ignitability	Non-Ignitable Non-Oxidizer		
Reactivity • Sulfide • Cyanide	500 mgH <sub>2</sub> S/kg 250 mgHCN/kg		

**Toxicity Characteristic Inorganics**

Arsenic	<5.00	15.00 <sup>1</sup>	0.50
Barium	<100.00	120.00	0.85
Cadmium	<1.00	540.00 <sup>2</sup>	0.05
Chromium	<5.00	11.00	1.25
Lead	<5.00	3.00	0.36
Mercury	<0.20	540.00 <sup>3</sup>	
Selenium	<1.00	15.00 <sup>4</sup>	0.75
Silver	<5.00	12.00 <sup>5</sup>	0.10

**Inorganics**

Aluminum		540.00 <sup>6</sup>	2.75
Antimony		15.00	4.50
Beryllium		120.00 <sup>7</sup>	0.05
Boron		540.00 <sup>8</sup>	4.50
Cobalt		25.00 <sup>9</sup>	0.50
Copper		12.00	0.50
Iron		3,600.00	227.00
Manganese		120.00	10.00
Molybdenum		3.00	
Nickel		25.00	1.50
Thallium		3.00 <sup>10</sup>	1.00

Parameter	Toxicity Limits (mg/L, unless noted)	Liner Compatibility Limits (mg/L, unless noted)	Leachate Treatability Limits (mg/L)
Tin		3.00 <sup>11</sup>	8.00
Titanium		11.00 <sup>12</sup>	
Vanadium		11.00 <sup>13</sup>	0.09
Zinc		540.00	10.00

**Toxicity Characteristic Volatile Organics**

Benzene	<0.50	0.78	1.00
Carbon Tetrachloride	<0.50	0.40	
Chlorobenzene	<100.00	18.00	1.00
Chloroform	<6.00	6.90	0.20
1,2-Dichloroethane	<0.50	16.00	1.80
1,1-Dichloroethene	<0.70	16.00 <sup>14</sup>	
Methyl Ethyl Ketone	<200.00	13.00	4.20
Tetrachloroethene	<0.70	0.55	
Trichloroethene	<0.50	0.70	
Vinyl Chloride	<0.20	16.00 <sup>15</sup>	

**Volatile Organics**

Acetone		14.00	2.18
Chloroethane		0.98	
Chloromethane		0.12	2.00
bis (Chloroethyl) ether		0.045 <sup>16</sup>	0.30
1,2-Dibromoethane (Ethylene dibromide)		16.00 <sup>17</sup>	1.80 <sup>18</sup>
Dibromomethane		14.00 <sup>19</sup>	0.20
1,1-Dichloroethane		10.40	1.80
cis-1,2-Dichloroethene		0.36	0.60 <sup>20</sup>
trans-1,2-Dichloroethene		0.68	0.60
cis-1,3-Dichloropropene		16.00 <sup>21</sup>	
Ethylbenzene		2.50	
2-Hexanone		13.00 <sup>22</sup>	0.30
Isopropylbenzene (Cumene)		2.50 <sup>23</sup>	
Methylene chloride		14.00	2.00

Parameter	Toxicity Limits (mg/L, unless noted)	Liner Compatibility Limits (mg/L, unless noted)	Leachate Treatability Limits (mg/L)
4-Methyl-2-pentanone		13.00 <sup>24</sup>	0.30
Methyl-tert-butyl ether (MTBE)		13.00 <sup>25</sup>	4.20 <sup>26</sup>
Styrene		0.16	
Tetrachloroethane		0.50	
Tetrahydrofuran		0.080 <sup>27</sup>	0.50
Toluene		15.00	1.00
1,1,1-Trichloroethane		1.28	2.00
1,2,3-Trichloropropane		1.20 <sup>28</sup>	2.00
Xylenes		0.26	0.20

**Toxicity Characteristic Semivolatile Organics**

Cresol	<200.00	0.68	
o-Cresol	<200.00	0.68	
m-Cresol	<200.00	0.68	
p-Cresol	<200.00	0.68	1.00
1,4-Dichlorobenzene	<7.50	0.80	
2,4-Dinitrotoluene	<0.13	0.08	
Hexachlorobenzene	<0.13	0.20	
Hexachlorobutadiene	<0.50	0.42	
Hexachloroethane	<3.00	0.60	
Nitrobenzene	<2.00	0.56	
Pentachlorophenol	<100.00	0.40	
Pyridine	<5.00	0.64	
2,4,5-Trichlorophenol	<400.00	0.30	
2,4,6-Trichlorophenol	<2.00	0.30	

**Semivolatile Organics**

Acenaphthene		0.11	
Anthracene		0.05	
Benzo (a) anthracene		0.03	
Benzo (a) pyrene		0.05	
Benzo (b) fluoranthene		0.03	

Parameter	Toxicity Limits (mg/L, unless noted)	Liner Compatibility Limits (mg/L, unless noted)	Leachate Treatability Limits (mg/L)
Benzo (g,h,i) perylene		0.05 <sup>29</sup>	
Butylbenzyl phthalate		0.23	0.20
2-Chloronaphthalene		0.06	
Chrysene		0.04	
Diethyl phthalate		0.35	0.50
Dimethyl phthalate		0.06	
Ethylene glycol		400.00 <sup>30</sup>	
bis (2-Ethylhexyl) phthalate		0.89	
Fluoranthene		0.05	
Indeno (1,2,3-cd) pyrene		0.03 <sup>31</sup>	
Isophorone		5.00	1.00
Naphthalene		0.28	
di-n-Octyl phthalate		0.35 <sup>32</sup>	
Phenanthrene		0.06	
Phenol		14.00	1.00
Pyrene		0.05 <sup>33</sup>	

#### Toxicity Characteristic Pesticide Organics

Chlordane	<0.03	0.01	
2,4-D	<10.00	0.01 <sup>34</sup>	
Endrin	<0.02	0.01	
Heptachlor and its Epoxide	<0.008	0.05	
Lindane	<0.40	0.01	0.20
Methoxychlor	<10.00	0.05 <sup>35</sup>	
Toxaphene	<0.50	0.05	
2,4,5-TP (Silvex)	<1.00	0.01	

#### Pesticide Organics

4,4'-DDT		0.01	0.20
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#### Water Leaching Tests

Ammonia-Nitrogen		700.00	100.00
Chlorides		7,500.00	



Parameter	Toxicity Limits (mg/L, unless noted)	Liner Compatibility Limits (mg/L, unless noted)	Leachate Treatability Limits (mg/L)
COD			2,000.00
Cyanides			0.40
Fluoride		460.00	
Nitrate		1.00	
Nitrite		1.00	
Oil and Grease		400.00 <sup>36</sup>	400.00
Organic Halogen (TOX)			
Petroleum Hydrocarbons (TPH)		135.00 <sup>37</sup>	400.00 <sup>38</sup>
pH		7.50	
Solids, Dissolved (TDS)			
Sulfate		2,400.00	

#### Total Analyses

Cyanides			
Oil and Grease		120,000.00 mg/kg	
PCBs	< 50.00 mg/kg		
Petroleum Hydrocarbons (TPH)		120,000.00 mg/kg	
Solids (%)			
Sulfides			
Volatile Solids (TVS)			

- <sup>1</sup> Liner compatibility value for arsenic is based on antimony.
- <sup>2</sup> Liner compatibility value for cadmium is based on zinc.
- <sup>3</sup> Liner compatibility value for mercury is based on zinc.
- <sup>4</sup> Liner compatibility value for selenium is based on antimony.
- <sup>5</sup> Liner compatibility value for silver is based on copper.
- <sup>6</sup> Liner compatibility value for aluminum is based on zinc.
- <sup>7</sup> Liner compatibility value for beryllium is based on barium.
- <sup>8</sup> Liner compatibility value for boron is based on zinc.
- <sup>9</sup> Liner compatibility value for cobalt is based on nickel.
- <sup>10</sup> Liner compatibility value for thallium is based on lead.
- <sup>11</sup> Liner compatibility value for tin is based on lead.
- <sup>12</sup> Liner compatibility value for titanium is based on chromium.
- <sup>13</sup> Liner compatibility value for vanadium is based on chromium.
- <sup>14</sup> Liner compatibility value for 1,1-dichloroethene is based on 1,2-dichloroethane.
- <sup>15</sup> Liner compatibility value for vinyl chloride is based on 1,2-dichloroethane.
- <sup>16</sup> Liner compatibility value for bis(Chloroethyl)ether is based on bis(2-chloroisopropyl)ether.
- <sup>17</sup> Liner compatibility value for 1,2-dibromoethane is based on 1,2-dichloroethane.

**Table R-4**  
**Waste Acceptance Criteria**

**ROYAL OAK RESIDUAL LANDFILL**

<b>Parameter</b>	<b>Warning Limits (mg/L, unless noted)</b>	<b>Acceptable Limits (mg/L, unless noted)</b>	<b>Basis</b>
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**Waste Characteristics**

Corrosivity	pH < 3 or pH > 11.5	2 < pH < 12.5	1,2
Free Liquids		No Free Liquids	1
Ignitability		Non-Ignitable	1,2
		Non-Oxidizer	1,2
Reactivity			
• Sulfide	400 mgH <sub>2</sub> S/kg	500 mgH <sub>2</sub> S/kg	1,2,5
• Cyanide	200 mgHCN/kg	250 mgHCN/kg	1,2,5

**Toxicity Characteristic Inorganics**

Arsenic	4.00	<5.00	2
Barium	34.00	42.50	4
Cadmium	0.80	<1.00	2
Chromium	4.00	<5.00	2
Lead	4.00	<5.00	2
Mercury	0.16	<0.20	2
Selenium	0.80	<1.00	2
Silver	4.00	<5.00	2

**Inorganics**

Aluminum	110.00	137.50	4
Antimony	180.00	225.00	4
Beryllium	2.00	2.50	4
Boron	180.00	225.00	4
Cobalt	20.00	25.00	4
Copper	20.00	25.00	4
Iron	9080.00	11,350.00	4
Manganese	400.00	500.00	4
Molybdenum			
Nickel	60.00	75.00	4
Thallium	40.00	50.00	4
Tin	320.00	400.00	4
Titanium			

Parameter	Warning Limits (mg/L, unless noted)	Acceptable Limits (mg/L, unless noted)	Basis
Vanadium	3.60	4.50	4
Zinc	400.00	500.00	4

**Toxicity Characteristic Volatile Organics**

Benzene	0.40	<0.50	2
Carbon Tetrachloride	0.40	<0.50	2
Chlorobenzene	40.00	50.00	4
Chloroform	4.80	<6.00	2
1,2-Dichloroethane	0.40	<0.50	2
1,1-Dichloroethene	0.56	<0.70	2
Methyl Ethyl Ketone	160.00	<200.00	2
Tetrachloroethene	0.56	<0.70	2
Trichloroethene	0.40	<0.50	2
Vinyl Chloride	0.16	<0.20	2

**Volatile Organics**

Acetone	87.20	109.00	4
Chloroethane	39.20	49.00	3
Chloromethane	4.80	6.00	3
bis (Chloroethyl) ether	1.80	2.25	3
1,2-Dibromoethane (Ethylene dibromide)	72.00	90.00	4
Dibromomethane	8.00	10.00	4
1,1-Dichloroethane	72.00	90.00	4
cis-1,2-Dichloroethene	14.40	18.00	3
trans-1,2-Dichloroethene	24.00	30.00	4
cis-1,3-Dichloropropene	640.00	800.00	3
Ethylbenzene	100.00	125.00	3
2-Hexanone	12.00	15.00	4
Isopropylbenzene (Cumene)	100.00	125.00	3
Methylene chloride	80.00	100.00	4
4-Methyl-2-pentanone	12.00	15.00	4
Methyl-tert-butyl ether (MTBE)	168.00	210.00	4
Styrene	6.40	8.00	3
Tetrachloroethane	20.00	25.00	3

Parameter	Warning Limits (mg/L, unless noted)	Acceptable Limits (mg/L, unless noted)	Basis
Tetrahydrofuran	3.20	4.00	3
Toluene	40.00	50.00	4
1,1,1-Trichloroethane	51.20	64.00	3
1,2,3-Trichloropropane	48.00	60.00	3
Xylenes	8.00	10.00	4

**Toxicity Characteristic Semivolatile Organics**

Cresol	27.20	34.00	3
o-Cresol	27.20	34.00	3
m-Cresol	27.20	34.00	3
p-Cresol	27.20	34.00	3
1,4-Dichlorobenzene	6.00	<7.50	2
2,4-Dinitrotoluene	0.10	<0.13	2
Hexachlorobenzene	0.10	<0.13	2
Hexachlorobutadiene	0.40	<0.50	2
Hexachloroethane	2.40	<3.00	2
Nitrobenzene	1.60	<2.00	2
Pentachlorophenol	16.00	20.00	3
Pyridine	4.00	<5.00	2
2,4,5-Trichlorophenol	12.00	15.00	3
2,4,6-Trichlorophenol	1.60	<2.00	2

**Semivolatile Organics**

Acenaphthene	4.40	5.50	3
Anthracene	2.00	2.50	3
Benzo (a) anthracene	1.20	1.50	3
Benzo (a) pyrene	2.00	2.50	3
Benzo (b) fluoranthene	1.20	1.50	3
Benzo (g,h,i) perylene	2.00	2.50	3
Butylbenzyl Phthalate	8.00	10.00	4
2-Chloronaphthalene	2.40	3.00	3
Chrysene	1.60	2.00	3
Diethyl phthalate	14.00	17.50	3
Dimethyl phthalate	2.40	3.00	3
Ethylene glycol	16,000.00	20,000.00	3

Parameter	Warning Limits (mg/L, unless noted)	Acceptable Limits (mg/L, unless noted)	Basis
bis (2-Ethylhexyl) phthalate	35.60	44.50	3
Fluoranthene	2.00	2.50	3
Indeno (1,2,3-cd) pyrene	1.20	1.50	3
Isophorone	40.00	50.00	4
Naphthalene	11.20	14.00	3
di-n-Octyl Phthalate	14.00	17.50	3
Phenanthrene	2.40	3.00	3
Phenol	40.00	50.00	4
Pyrene	2.00	2.50	3

**Toxicity Characteristic Pesticide Organics**

Chlordane	0.02	<0.03	2
2,4-D	0.40	0.50	3
Endrin	0.01	<0.02	2
Heptachlor and its Epoxide	0.006	<0.008	2
Lindane	0.32	<0.40	2
Methoxychlor	2.00	2.50	3
Toxaphene	0.40	<0.50	2
2,4,5-TP (Silvex)	0.40	0.50	3

**Pesticide Organics**

4,4'-DDT	0.40	0.50	3
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**Water Leaching Tests**

Ammonia-Nitrogen	4,000.00	5,000.00	4
Chlorides			
COD	80,000.00	100,000.00	4
Cyanides	16.00	20.00	4
Fluoride			
Nitrate			
Nitrite			
Oil and Grease			
Organic Halogen (TOX) <sup>1</sup>	> 50.00 mg/L		
Petroleum Hydrocarbons (TPH)			
pH	pH < 3 or pH > 11.5	2 < pH < 12.5	1,2
Solids, Dissolved (TDS)			

Parameter	Warning Limits (mg/L, unless noted)	Acceptable Limits (mg/L, unless noted)	Basis
Sulfate			

### Total Analyses

Cyanides <sup>2</sup>	> 50.00 mg/kg		
Metals <sup>3</sup>	20 x 80% "trigger" values		
Oil and Grease <sup>4</sup>	96,000.00 mg/kg	120,000.00 mg/kg	3
Organic Halogen (TOX) <sup>5</sup>	> 50.00 mg/kg		
PCBs	40.00 mg/kg	< 50.00 mg/kg	1,2
Pesticides <sup>6</sup>	20 x 80% "trigger" values		
Petroleum Hydrocarbons(TPH) <sup>7,8</sup>	96,000.00 mg/kg	120,000.00 mg/kg	3
Semi-Volatiles <sup>9</sup>	20 x 80% "trigger" values		
Solids (%)			
Sulfides <sup>10</sup>	> 100.00 mg/Kg		
Volatiles <sup>11</sup>	20 x 80% "trigger" values		
Volatile Solids (TVS)			

### Basis:

1. Regulatory Requirements.
2. Toxicity Limit.
3. Liner Compatibility Limit x (Dilution Attenuation Factor of 50).
4. (Leachate Treatability Limit) x (Dilution Attenuation Factor of 50).
5. Safety Limits, found in SW-846 analytical methods

<sup>1</sup> Exceeding 50 mg/L TOX on any waste shall "trigger" organic scans. See Attachment I, Table 3 and use the same organic scan requirements as indicated in Table 3 for contaminated soil acceptance.

<sup>2</sup> Exceeding 50 mg/kg total CN on any waste shall "trigger" reactive cyanide testing.

<sup>3</sup> "Triggering" for any waste requires leaching of the eight RCRA metals. Additional metals should be extracted dependent on suspected contaminant.

<sup>4</sup> Exceeding 120,000 mg/kg Oil & Grease on any waste requires TPH analysis. See Attachment I, Table 3.

<sup>5</sup> Exceeding 50 mg/kg TOX on any waste shall "trigger" organic scans. See Attachment I, Table 3 and use the same organic scan requirements as indicated in Table 3 for contaminated soil acceptance.

<sup>6</sup> "Triggering" for any waste requires leachable pesticide testing.

<sup>7</sup> Total TPH exceeding 120,000 mg/kg for any waste will be evaluated on a case-by-case basis and shall "trigger" Ignitability of Solids test (SW846 Method 1030) and analytical scanning for specific petroleum fractions. See Attachment I, Table 3.

<sup>8</sup> Total TPH is to be measured on a dry weight basis.

<sup>9</sup> "Triggering" for any waste requires leachable semi-volatile testing.

<sup>10</sup> Exceeding 100 mg/kg total S on any waste shall "trigger" reactive sulfide testing.

<sup>11</sup> "Triggering" for any waste requires leachable volatile testing.

**Attachment I**  
**CONTAMINATED SOIL**

**Attachment I**  
**Non-hazardous Contaminated Soil**

**ROYAL OAK RESIDUAL LANDFILL**

**Table 1**

**Residual Waste Categories**

<b>413</b>	<b>Asphalt (Bituminous) Contaminated Soil</b>
	Asphalt Wastes
<b>503</b>	<b>Oil Contaminated Waste</b>
	Absorbents from spill clean-up
	Rags and paper from clean-up
	Plastic or Wood materials from clean-up
<b>506</b>	<b>Chemical Contaminated Soils, Non-hazardous Spill Residues</b>
	Food Materials - (Non-hazardous, From Industrial Sources) (Honey, syrup, molasses, milk, vinegar, sugar, flour, vegetable juices and purees, alcoholic and non-alcoholic beverages, etc.)
	Cleaning Compounds - (Non-hazardous, From Industrial Sources) (Soaps and detergents, neutralized caustic solutions for drain opening, disinfectants, etc.)
	Industrial Chemicals - (Non-hazardous) (Bleaches, Dyes, Neutralized Acids, Neutralized Bases, Non-hazardous Metals, Non-hazardous Organics, Antifreeze, etc.)
	Construction Materials - (Non-hazardous) (Cement, Grouts, fly ash (coal derived) and related materials, etc.)
	Other - (Non-hazardous, From Industrial Sources and Excluding ICW and Municipal Ash) (Pharmaceuticals that are not ICW, surface coatings, coal and related treated coal compounds, non-coal derived fly ashes, etc.)
<b>507</b>	<b>Non-virgin Petroleum Contaminated Soil</b>
	Hydraulic Oil (fluid)
	Lubricating Oil and Greases (including non-petroleum based)
	Machine Cutting Oil
	Transformer Oil
	Transmission Oil



**Attachment I**  
**Non-hazardous Contaminated Soil**

**ROYAL OAK RESIDUAL LANDFILL**

**Table 2**

**Waste Sampling/Testing Needs**

<b>RWC</b>	<b>Waste</b>	<b>Sampling<sup>1</sup></b>	<b>Minimum Testing Needed<sup>2</sup></b>
413	Asphalt (Bituminous) Wastes	No	N/A
503	Absorbents	Yes, if > 1,000 lb	TPH, TOX
503	Rags and Paper	Yes, if > 500 lb	TPH, TOX
503	Plastic or Wood	Yes, if > 2 tons or if toxic contaminated	Dependent on Contaminant
506	Food Materials	No	N/A
506	Cleaning Compounds	Yes	pH, TOX; Solvents if indicated
506	Inorganic Compounds	Yes	pH, (Metals or other inorganic parameters as indicated by the contaminant)
506	Antifreeze	Yes	pH, TOX, Ethylene Glycol or total Glycol
506	Paints, Varnishes, Stains	Yes	TOX, appropriate solvents & RCRA Metals
506	Waxes (solid or liquid)	Yes	TPH, TOX
506	Fly Ash (coal derived)	Yes if > 5.0 tons	pH, Metals and TOX
506	Fly Ash (other)	Yes	pH, Metals and TOX
506	Absorbents from spill clean-up	Yes, if > 1000 lbs	TPH, TOX
506	Rags and Paper from clean-up	Yes, if > 500 lbs	TPH, TOX
506	Plastic or Wood materials from clean-up	No, Unless Toxic Contaminated or > 2 tons	Dependent on Contaminant

RWC	Waste	Sampling <sup>1</sup>	Minimum Testing Needed <sup>2</sup>
506	Other Non-Solvent Organic Compounds	Yes	pH, TOX, TPH, Vol and/or Semi-Vol as indicated by type of contaminant. If PCB's suspected in soil, test for PCB's instead of TOX)
507	Hydraulic fluid	Yes	pH, TPH, TOX
507	Lubricating Oil & Greases	Yes, if > 2 tons	pH, Lead, TPH, TOX
507	Machine Cutting Oil	Yes	pH, Metals, TPH, TOX
507	Transformer Oil	Yes	pH, TPH, PCBs
507	Transmission Oil	Yes, if > 2 tons	pH, TPH, TOX
507	Mixed or Types Unknown	Yes	pH, Metals, TPH, TOX, PCBs

1. The landfill is reserved the right to require any sampling/testing identified as needed beyond these minimal requirements, to protect the operation, liner system and leachate treatment capacity.
2. Refer to Table 3 for specific parameter "trigger values" for TPH, TOX, total lead and total metals that will require additional leach testing.

**Attachment I**  
**Non-hazardous Contaminated Soil**

**ROYAL OAK RESIDUAL LANDFILL**

**Table 3**

**Additional Testing Required as a Result of "Triggering"**

<b>Parameter</b>	<b>"Trigger Value"<sup>1</sup></b>	<b>Additional Test Parameters "Triggered"</b>
<b>Total RCRA Metals</b>	<b>RCRA Toxicity Characteristics in mg/L x 20 x 80%</b>	
<b>Ag</b>	80 mg/kg	TCLP leachable Ag
<b>As</b>	80 mg/kg	TCLP leachable As
<b>Ba</b>	1,600 mg/kg	TCLP leachable Ba
<b>Cd</b>	16 mg/kg	TCLP leachable Cd
<b>Cr</b>	80 mg/kg	TCLP leachable Cr
<b>Hg</b>	3.2 mg/kg	TCLP leachable Hg
<b>Pb</b>	80 mg/kg	TCLP leachable Pb
<b>Se</b>	16 mg/kg	TCLP leachable Se
<b>Total Non-RCRA Metals</b>	At discretion of landfill	
<b>Oil &amp; Grease</b>	>120,000 mg/kg	TPH
<b>Total TPH</b>	>120,000 mg/kg <sup>2</sup>	Ignitability of Solids test (SW-846 Method 1030), BTEX, Pb, TOX, and GC Scan for specific petroleum fractions, showing results for all fractions having method standards.
<b>Leachable TPH</b>	-	-
<b>TOX</b>	>50 mg/L leachable or > 50 mg/kg total	TCLP-ZHE Volatile scan (and possibly Semivolatile scan and/or PCB scans, dependent on suspected contaminant)

<sup>1</sup> "Trigger value" refers to the established concentration for a specific parameter, which when exceeded will require the analysis of additional parameters.

<sup>2</sup> To be handled on a case-by-case basis.

## NON-HAZARDOUS WASTE CERTIFICATION

Check (X) all applicable

**Generator:** { F-11, type Company Name }  
**Waste:** { F-11, type Waste Name }  
**Waste Code:** { F-11, type RWC }  
**Disposal Facility:** { F-11, type Disposal Facility }

### 1. Generator Knowledge:

{ Check X here } The generator hereby certifies that the { waste name } is non-hazardous. This certification is based on our knowledge of the production process and review of MSDS's for the raw materials used in the part of our process generating this waste. This certification is limited to the levels of accuracy for any instrumentation used and reporting requirements for MSDS's required of the manufacturers of our raw materials by the State and Federal governments.

### 2. Known Chemical Composition:

{ Check X here } The generator hereby certifies that the { waste name } is non-hazardous. This certification is based on review of pertinent MSDS's, "spec" sheets, and/or testing. The waste is of known composition. TCLP metals, ZHE volatile or semi-volatile organics, herbicides, pesticides, or PCB's are not present from sources, or at levels that would make the above wastestream a listed or characteristic hazardous waste.

**Name of Generator's Certifying Official:** \_\_\_\_\_

**Title of Generator's Certifying Official:** \_\_\_\_\_

**Signature of Generator Official:** \_\_\_\_\_

**Date:**

\_\_\_\_\_ { date of signature }

## TESTING REDUCTION/ELIMINATION CERTIFICATION

Check (X) all applicable

Generator: { F-11, type Company Name }  
Waste: { F-11, type Waste Name }  
Disposal Facility: { F-11, type Disposal Facility }

The generator hereby certifies that the Form R chemical parameters, not shown as tested in this application for our above named waste, are being certified in lieu of analysis, on the following bases:

### I. INITIAL WASTESTREAM CHARACTERIZATION:

#### 1. Generator Knowledge:

{ Check X here } The chemicals are not used in our production process. There is no reason to expect presence of these parameters in the waste. This certification is based on our knowledge of the production process and review of MSDS's for the raw materials used in the part of our process generating this waste. This certification is limited to the levels of accuracy for any instrumentation used and reporting requirements for MSDS's required of the manufacturers of our raw materials by the State and Federal governments.

#### 2. Known Chemical Composition:

{ Check X here } The parameters are of known chemical concentrations or are leaching N/D, based on recent chemical analyses performed on { date }. This wastestream is of known composition and remains acceptable for disposal at the above named facility.

### II. APPROVED WASTESTREAM MONITORING:

#### 1. Generator Knowledge. (Pertains to light shaded parameters on Form R, Table R-2):

{ Check X here } The chemicals are not used in our production process. There is no reason to expect presence of these parameters in the waste. This certification is based on our knowledge of the production process and review of MSDS's for the raw materials used in the part of our process generating this waste. This certification is limited to the levels of accuracy for any instrumentation used and reporting requirements for MSDS's required of the manufacturers of our raw materials by the State and Federal governments.

{ Check X here } The chemical parameters have not changed in concentration from the original chemical characterization performed on { date }. We know this because the process by which the above named waste was generated has not changed since the original wastestream chemical characterization.

#### 2. Known Chemical Composition. (Pertains to dark shaded or light shaded parameters on Form R, Table R-2):

{ Check X here } The chemical parameters are of known chemical concentrations or are leaching N/D, based on recent chemical analyses performed on { date }. This wastestream is of known composition and remains acceptable for disposal at the above named facility.

### III. ONCE EVERY THIRD YEAR REANALYSIS TO VERIFY CERTIFICATIONS:

#### 1. Parameters N/D Leaching or Within 30% of Form R Limiting Criteria

{ Check X here } Untested chemical parameters remain within 30% of the named disposal facility's approved Form R limiting criteria and need not undergo reanalysis at this time. We know this because the parameters were certified N/D or tested within 30% of the named disposal facility Form R limiting criteria at the time of last analysis on { date }, and the process generating the waste has not changed since then.

Name of Generator's Certifying Official:

Title of Generator's Certifying Official:

Signature of Generator Official:

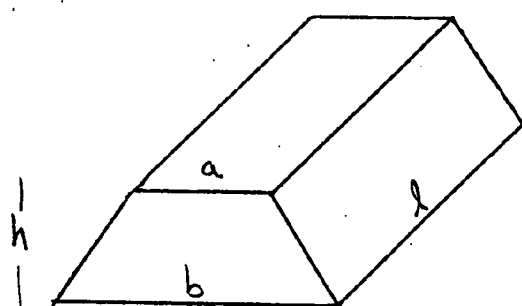
Date:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
{ date of signature }

# Estimating Tonnage of Contaminated Soil Piles

3/28/06  
DNU

\* see Attachment 1 of Form R permit amendment for Bulk Density.

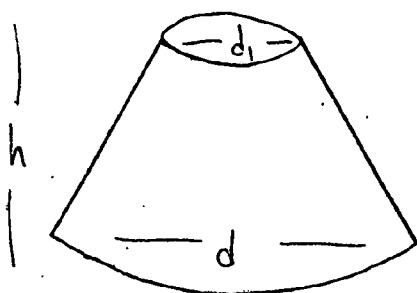


TRAPEZOIDAL

$$V = \frac{1}{2} h (b+a), \text{ in ft}^3$$

$$\frac{\text{Volume, ft}^3}{27 \text{ ft}^3/\text{yd}^3} = \text{yd}^3$$

$$\text{yd}^3 \times \text{Bulk Density}^*, \text{ tons/yd}^3 = \text{ton}$$

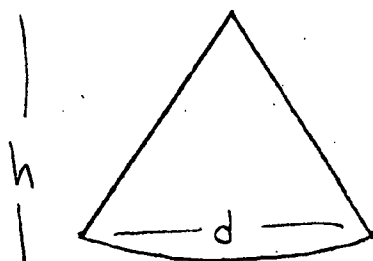


FLATTENED CONICAL

$$V = .262 h (d^2 - d_1^2), \text{ in ft}^3$$

$$\frac{\text{Volume, ft}^3}{27 \text{ ft}^3/\text{yd}^3} = \text{yd}^3$$

$$\text{yd}^3 \times \text{BULK DENSITY}^*, \text{ tons/yd}^3 = \text{ton}$$



CONICAL

$$V = .262 h d^2, \text{ in ft}^3$$

$$\frac{\text{Volume, ft}^3}{27 \text{ ft}^3/\text{yd}^3} = \text{yd}^3$$

$$\text{yd}^3 \times \text{BULK DENSITY}^*, \text{ tons/yd}^3 = \text{ton}$$

20716104

ASSIGNMENT

THIS ASSIGNMENT made this <sup>7th</sup> 11 day of June, 1997, by and between EAGLE ENVIRONMENTAL, L.P., a limited partnership organized under Delaware law, and having its principal place of business at 9 Logan Boulevard, Altoona, Pennsylvania 16602, hereinafter referred to as the ASSIGNOR,

and

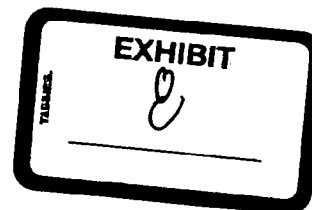
EAGLE ENVIRONMENTAL, II, a limited partnership organized under Delaware law, and having its principal place of business at 9 Logan Boulevard, Altoona, Pennsylvania 16602, hereinafter referred to as the ASSIGNEE.

The Assignor hereby transfers and assigns all of its right, title and interest in and to those certain contracts ("the AGREEMENTS") with the Township of Chest, Clearfield County, Pennsylvania, designated as follows:

- (1) Agreement - Eagle Environmental, L.P.  
with the Chest Township dated June 11, 1994.
- (2) Excess Maintenance Agreement - Eagle  
Environmental, L.P. and Chest Township dated  
June 11, 1994.
- (3) Addendum to Agreement - Eagle Environmental,  
L.P. and Chest Township dated June 10, 1995.

The AGREEMENTS to which this Assignment apply are attached hereto.

These assignments are made pursuant and in accordance with Paragraph No. 7 of Page 3 of the Addendum to Agreement




C 117

between Eagle Environmental, L.P. and Chest Township, referenced above, dated June 10, 1995, which allows the right of assignment by the Assignor.

Eagle Environmental, II hereby accepts the assignment including any executory obligations created by such AGREEMENTS, and agrees to save, indemnify, release and hold harmless the Assignor from any claims, causes of actions, suits or liabilities which may arise because of the aforementioned AGREEMENTS, any obligations resultant from such AGREEMENTS, or any matters which may be asserted by any party because of such AGREEMENTS, including, but not limited to, any averred breach or claim generally.

IN WITNESS WHEREOF, the Assignor has hereunto set its hand and seal the day and year aforesaid, and Eagle Environmental, II has hereunto set its hand and seal acknowledging receipt of the Assignment with both parties intending to be legally bound hereby.

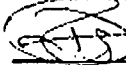
WITNESS:

  
\_\_\_\_\_  
D. GESNER

EAGLE ENVIRONMENTAL, L.P.

By:  (SEAL)  
General Partner

WITNESS:

  
\_\_\_\_\_  
D. GESNER

EAGLE ENVIRONMENTAL, II

By:  (SEAL)  
General Partner



In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12406

CHEST TOWNSHIP

02-607-CD

VS.

EAGLE ENVIRONMENTAL

COMPLAINT ACTION FOR DECLARATORY JUDGMENT

SHERIFF RETURNS

NOW APRIL 18, 2002 LARRY FIELD, SHERIFF OF BLAIR COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT ACTION TO DECLARATORY JUDGMENT ON EAGLE ENVIRONMENTAL, DEFENDANT.

NOW MAY 7, 2002 ATTEMPTED TO SERVE THE WITHIN COMPLAINT ACTION FOR DECLARATORY JUDGMENT ON EAGLE ENVIRONMENTAL, DEFENDANT BY DEPUTIZING THE SHERIFF OF BLAIR COUNTY. THE RETURN OF SHERIFF FIELD IS HERETO ATTACHED AND MADE A PART OF THIS RETURN MARKED "NOT FOUND" OUT OF BUSINESS.

Return Costs

Cost	Description
27.29	SHFF. HAWKINS PAID BY: ATTY.
29.50	SHFF. FIELD PAID BY: ATTY.
10.00	SURCHARGE PAID BY: ATTY.


FILED

MAY 07 2002  
011130  
William A. Shaw  
Prothonotary

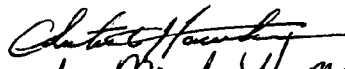
ci  
KES

Sworn to Before Me This

24th Day Of May 2002

  
WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2006  
Clearfield Co., Clearfield, PA

So Answers,

  
Chester A. Hawkins  
Sheriff

DATE RECEIVED

DATE PROCESSED

# SHERIFF'S DEPARTMENT

BLAIR COUNTY, PENNSYLVANIA  
COURTHOUSE, HOLLIDAYSBURG, PA. 16648

## SHERIFF SERVICE PROCESS RECEIPT, and AFFIDAVIT OF RETURN

## INSTRUCTIONS:

Print legibly, insuring readability of all copies.

Do not detach any copies. BCSD ENV. #

60377

1. PLAINTIFF / S / <u>Chest Township</u>	2. COURT NUMBER <u>02-607 CO / 60377T</u>
3. DEFENDANT / S / <u>Eagle Environmental LP</u>	4. TYPE OF WRIT OR COMPLAINT <u>Complaint</u>
5. NAME OF INDIVIDUAL, COMPANY, CORPORATION, ETC., TO SERVICE OR DESCRIPTION OF PROPERTY TO BE LEVIED, ATTACHED OR SOLD. <u>Eagle Environmental LP</u>	
6. ADDRESS (Street or RFD, Apartment No., City, Boro, Twp., State and ZIP Code) <u>9 Logan Blvd. Altoona PA 16602</u>	
7. INDICATE UNUSUAL SERVICE: <input type="checkbox"/> PERSONAL <input checked="" type="checkbox"/> PERSON IN CHARGE <input type="checkbox"/> DEPUTIZE <input type="checkbox"/> CERT. MAIL <input type="checkbox"/> REGISTERED MAIL <input type="checkbox"/> POSTED <input type="checkbox"/> OTHER	

SERVE



AT

NOW, \_\_\_\_\_, I, SHERIFF OF BLAIR COUNTY, PA., do hereby deputize the Sheriff of County to execute this Writ and make return thereof according to law. This deputation being made at the request and risk of the plaintiff.

SHERIFF OF BLAIR COUNTY

8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE:

See Attached Directions

NOTE ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN — Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriff's sale thereof.

9. SIGNATURE OF ATTORNEY or other ORIGINATOR requesting service on behalf of: <u>Clearfield County</u>	10. TELEPHONE NUMBER	11. DATE
<input checked="" type="checkbox"/> PLAINTIFF <input type="checkbox"/> DEFENDANT		

### SPACE BELOW FOR USE OF SHERIFF ONLY — DO NOT WRITE BELOW THIS LINE

12. I acknowledge receipt of the writ or complaint as indicated above.	SIGNATURE of Authorized BCSD Deputy or Clerk and Title <u>B. Schreier</u>	13. Date Received <u>4-19-02</u>	14. Expiration/Hearing date <u>ASAP</u>
15. I hereby CERTIFY and RETURN that I <input type="checkbox"/> have personally served, <input type="checkbox"/> have served person in charge, <input type="checkbox"/> have legal evidence of service as shown in "Remarks" (on reverse) <input type="checkbox"/> have posted the above described property with the writ or complaint described on the individual, company, corporation, etc., at the address shown above or on the individual, company, corporation, etc., at the address inserted below by hand in/for Posting a TRUE and ATTESTED COPY thereof.			

16. <input checked="" type="checkbox"/> I hereby certify and return a NOT FOUND because I am unable to locate the individual, company, corporation, etc., named above. (See remarks below)	18. A person of suitable age and discretion then residing in the defendant's usual place of abode. <input type="checkbox"/>	Read Order <input type="checkbox"/>
17. Name and title of individual served <u>Carol Grieco</u>		

19. Address of where served (complete only if different than shown above) (Street or RFD, Apartment No., City, Boro, Twp., State and ZIP Code) <u>S.H. to H.S.I. (Bejancu - 3412 - Oak Crest)</u>	20. Date of Service <u>4-19-02</u>	21. Time <u>11:00 AM</u>
--	---------------------------------------	-----------------------------

22. ATTEMPTS	Date	Miles	Dep. Int.	Date	Miles	Dep. Int.	Date	Miles	Dep. Int.	Date	Miles	Dep. Int.	Date	Miles	Dep. Int.
7-29-02/10F															
23. Advance Costs <u>150.00</u>	24. <u>103576</u>	25. <u>2750</u>	26. <u>2.00</u>	27. Total Costs <u>29.50</u>	28. <del>COST OF</del> OR REFUND <u>120.50</u>										

30. REMARKS

AFFIRMED and subscribed to before me this <u>1st</u> day of <u>May</u> , <u>2002</u>	By (Sheriff/Dep. Sheriff) (Please Print or Type) <u>[Signature]</u>	Date <u>4-29-02</u>
Notarial Seal Carol Grieco, Notary Public Freedom Twp., Blair County My Commission Expires Feb. 3, 2003	Signature of Sheriff <u>[Signature]</u>	Date <u>4-29-02</u>
MY COMMISSION EXPIRES	Member, Pennsylvania Association of Notaries	

I ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE OF AUTHORIZED ISSUING AUTHORITY AND TITLE.

39. Date Received

## **SHERIFF'S RETURN OF SERVICE**

- ( ) (1) The within \_\_\_\_\_  
upon \_\_\_\_\_, the within named  
defendant by mailing to \_\_\_\_\_  
by \_\_\_\_\_ mail, return receipt requested, postage  
prepaid \_\_\_\_\_ on the \_\_\_\_\_,  
a true and attested copy thereof at \_\_\_\_\_  
\_\_\_\_\_

The return receipt signed by \_\_\_\_\_  
defendant on the \_\_\_\_\_ is hereto attached and  
made part of this return.

- ( ) (2) Outside the Commonwealth, pursuant to Pa. R.C.P. 405 (c) (1) (2), by mailing a true and  
attested copy thereof at \_\_\_\_\_  
\_\_\_\_\_

in the following manner.

- ( ) (a) To the defendant by ( ) registered ( ) certified mail, return receipt requested,  
postage prepaid, addressee only on the \_\_\_\_\_,  
said receipt being returned NOT signed by defendant, but with a notation by the Postal  
Authorities that defendant refused to accept the same. The returned receipt and envelope  
is attached hereto and made part of this return.

And thereafter:

- ( ) (b) To the defendant by ordinary mail addressed to defendant at same address, with the  
return address of the Sheriff appearing thereon, on the \_\_\_\_\_  
\_\_\_\_\_

I further certify that after fifteen ( 15 ) days from the mailing date, I have not received said  
envelope back from the Postal Authorities. A certificate of mailing is hereto attached as a  
proof of mailing.

- ( ) (3) By publication in a daily publication of general circulation in the County of **Blair** ,  
Commonwealth of Pennsylvania, \_\_\_\_\_ time (s) with publication appearing  
\_\_\_\_\_

The affidavit from said publication is hereto attached.

- ( ) (4) By mailing to \_\_\_\_\_  
by \_\_\_\_\_ mail, return receipt requested, postage prepaid,  
\_\_\_\_\_ on the \_\_\_\_\_  
a true and attested copy thereof at \_\_\_\_\_  
\_\_\_\_\_

The \_\_\_\_\_ returned by the Postal  
Authorities marked \_\_\_\_\_  
is hereto attached.

- ( ) (5) Other \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY

CHEST TOWNSHIP,

Plaintiff

VS.

EAGLE ENVIRONMENTAL, L.P.,

Defendant

)

)

)

) CASE. NO. 02-607-00

)

)

)

)

)

)

) TYPE OF PLEADING:

) COMPLAINT

) ACTION FOR DECLARATORY

) JUDGMENT

)

)

) FILED ON BEHALF OF:

) Chest Township

)

)

)

)

) COUNSEL OF RECORD:

)

) ROBERT P. GING, JR., ESQUIRE

) PA I.D. NO. 25459

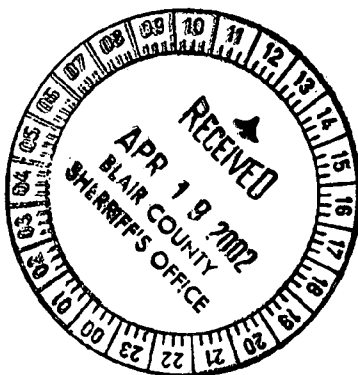
)

) 2095 Humbert Road

) Confluence, PA 15424-2371

) (814) 395-3661

I hereby certify this to be a true  
and attested copy of the original  
statement filed in this case.



APR 17 2002

Attest,

*W. A. R.*  
Prothonotary/  
Clerk of Courts

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY**

CHEST TOWNSHIP,	)	
Plaintiff	)	
	)	
	)	CASE. NO.
VS.	)	
	)	
	)	
EAGLE ENVIRONMENTAL, L.P.,	)	
Defendant	)	

**NOTICE**

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.**

David S. Meholick, Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765-2641, ext. 5982

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY**

CHEST TOWNSHIP,	)	
Plaintiff	)	
	)	
	)	CASE. NO.
VS.	)	
	)	
	)	
EAGLE ENVIRONMENTAL, L.P.,	)	
Defendant	)	

**ACTION FOR DECLARATORY JUDGMENT**  
**COMPLAINT**

AND NOW comes Chest Township, a Second Class Township incorporated under the laws of the Commonwealth of Pennsylvania by its attorneys, Robert P. Ging, Jr. and David S. Ammerman, and sets forth the following in support of its Action for Declaratory Judgment.

**THE PARTIES**

1. Chest Township is a Second Class Township under the laws of the Commonwealth of Pennsylvania, specifically the Second Class Township Code, situate in Clearfield County, Pennsylvania.

2. Eagle Environmental, L.P. is believed to be a limited partnership organized under Delaware law having its principal place of business at 9 Logan Boulevard, Altoona, Pennsylvania 16602.

### **JURISDICTION**

3. Jurisdiction in this case is found in the Declaratory Judgment Act, 42 Pa.C.S. §7531 et seq., which provides courts of record, within their respective jurisdictions, to have the power to declare rights, status and other legal relations between parties.

4. This action seeks to have the Court determine the assignability and validity of an agreement between the Township of Chest, and Eagle Environmental, L.P., dated June 11, 1994.

### **VENUE**

5. Venue of the Court is appropriately before the Court of Common Pleas of Clearfield County in that the contract was entered into in Clearfield County, the Plaintiff Chest Township is a municipal entity located in Chest Township and the property which is the subject of the agreement is situate in Chest Township, Clearfield County, Pennsylvania.

### **FACTS**

6. On or about June 11, 1994 Chest Township entered into an Agreement with Eagle Environmental, L.P., a Delaware limited partnership, having its principal place of business at 9 Logan Boulevard, Altoona, Pennsylvania 16602. The nature of the Agreement was that Chest Township would be the host municipality for a residual and/or municipal waste landfill, as more fully identified in the Agreement, a copy of which is attached hereto as Exhibit 1. The Agreement is incorporated herein by reference as if fully set forth.

7. Certain provisions of the Agreement became effective when Eagle Environmental, L.P

obtained all necessary permits and licenses from the applicable federal, state and local governmental agencies required to make the premises available for use and operation as a residual and/or municipal solid waste landfill, however, the Agreement contained a contingency under which it became void.

8. Article I of the Agreement stated a contingency that:

"This agreement is conditioned upon and subject to Eagle obtaining all necessary permits, licenses, or approvals from the Pennsylvania Department of Environmental Resources and any and all other local, state, or federal governmental bodies, agencies, and authorities necessary for the operation of a residual and/or municipal solid waste landfill on the premises. **If Eagle shall be unable to secure the required permit or permits, then this agreement shall be void and of no further effect.**" (Emphasis added)

9. On November 26, 1996 the Department of Environmental Protection denied Eagle Environmental, L.P.'s permit application, and Eagle Environmental, L.P. never appealed the denial of its permit application, nor did it ever resubmit a permit application to the Pennsylvania Department of Environmental Protection. Eagle Environmental, L.P. has not, nor will it ever receive a permit for the proposed landfill in that a permit was issued on the site to another entity.

10. Under Article I of the agreement when Eagle was unable to secure the required permit or permits the Agreement became void as a matter of law on November 26, 1996.

11. On or about March 31, 1997 Khodara Environmental, II, Inc., a Delaware corporation, and Recycling Investments, II, Inc., a Delaware corporation formed a limited partnership identified as Eagle Environmental II, L.P. A redacted copy of the Partnership Agreement which has been provided to Chest Township by Eagle Environmental, II, L.P. is



attached hereto and incorporated herein by reference as if fully set forth as Exhibit 2.

12. Subsequent to the formation of Eagle Environmental II, L.P., Eagle Environmental II, L.P. submitted a permit application to the Pennsylvania Department of Environmental Protection on July 17, 1997 for a Solid Waste Management Permit for the site where a facility had been formerly proposed by Eagle Environmental, L.P.. A copy of the permit issued to Eagle Environmental II, L.P. is attached hereto and incorporated herein by reference as if fully set forth as Exhibit 3.

13. Condition No. 1 of the permit specifically indicates that the information was submitted on July 17, 1997.

14. On or about June 11, 1997 Eagle Environmental L.P. purported to assign the agreement with Chest Township dated June 11, 1994 to Eagle Environmental II, a separate legal entity. At the time of the purported assignment, pursuant to Article I of the June 11, 1994 Agreement, the Agreement had already become void and of no further effect. A copy of the purported assignment is attached hereto and incorporated herein by reference as if fully set forth as Exhibit 4.

15. There is no provision in the agreement of June 11, 1994 that allows the assignment of the agreement once it has become void.

16. The Department of Environmental Protection relied upon the representations of Eagle Environmental II, L.P. that it had a host community agreement in issuing the Solid Waste Permit to Eagle Environmental II, L.P. on August 3, 2001. Paragraph 78 of the permit, page 21, specifically identifies the owner of the landfill as Eagle Environmental II, L.P.

17. The partnership agreement attached hereto demonstrated that Eagle Environmental,

L.P. is not related to Eagle Environmental II, L.P. in any legal sense.

18. The solid waste permit was issued, inter alia, in response to an environmental assessment evaluation which is attached to the permit itself.

19. The environmental assessment is incorporated as a part of the permit by Condition No. 22, page 6.

20. The environmental assessment relies upon the host Agreement between Eagle Environmental, L.P. and Chest Township, despite the fact that the permit was issued to Eagle Environmental II, L.P., and not to Eagle Environmental, L.P.

21. Chest Township has appealed the issuance of the solid waste permit to the Pennsylvania Environmental Hearing Board, and has alleged, inter alia, that the Host Community Agreement became void as a matter of law on November 26, 1996 when the Department denied Eagle Environmental, L.P.'s application.

22. Counsel for Eagle Environmental II, L.P. advised counsel for Chest Township in a deposition conducted on November 2, 2001, Chest Township vs. DEP, EHB Docket No. 2001 - 201 - MG that Eagle Environmental, L.P. is not the same company as Eagle Environmental II, L.P., and this statement was ratified under oath by Jacques Khodara the owner of Eagle Environmental II, L.P.

23. Chest Township never had a contract with Eagle Environmental II, L.P. which could have formed the basis for the assignment subsequent to the Agreement becoming void.

24. The permit application submitted to the Department of Environmental Protection for the Eagle Environmental, L.P. permit was for a landfill called the Pine Hills landfill.

25. Eagle Environmental, L.P. never resubmitted a permit application for the Pine Hills

landfill.

26. The agreement between Eagle Environmental, L.P. and Chest Township became void as a matter of law when Eagle Environmental, L.P.'s landfill permit was denied by the Department of Environmental Protection, and since Eagle Environmental, L.P. never obtained any permits from the Department of Environmental Protection, the Agreement became void on November 26, 1996.

WHEREFORE, Chest Township respectfully requests that this Honorable Court enter an Order declaring that the agreement previously entered into between Eagle Environmental, L.P. and Chest Township became void on the date which Eagle Environmental, L.P.'s permit was denied by the Pennsylvania Department of Environmental Protection, November 26, 1996, and that any subsequent attempt to assign a void permit was null, void, and of no legal affect.

Respectfully submitted,



Robert P. Ging, Jr., Esquire




David S. Ammerman, Esquire

**VERIFICATION AFFIDAVIT**

I verify that the statements made herein are true and correct to the best of my knowledge,  
information and belief.

I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.,  
§4904, relating to unsworn falsifications to authorities.

  
\_\_\_\_\_  
Carl L. Michael, Chest Township  
Supervisor

# EXHIBIT 1

AGREEMENT

MADE this 11<sup>th</sup> day of JUNE, 1994, by and between EAGLE ENVIRONMENTAL, L.P., a Delaware limited partnership with its principal office and place of business at 9 Logan Boulevard, Altoona, Pennsylvania 16602, party of the first part, hereinafter referred to as Eagle;

A  
N  
D

THE TOWNSHIP OF CHEST, Clearfield County, Pennsylvania, a Pennsylvania municipality with an office and place of business at R. D. #1, Box 606, LaJose, Pennsylvania 15753, party of the second part, hereinafter referred to as Township.

WHEREAS, Eagle is the owner of certain property located in the Township of Chest, County of Clearfield, and Commonwealth of Pennsylvania, (hereinafter referred to as "the premises"), which is in the process of being permitted for use as a residual and/or municipal solid waste landfill (hereinafter referred to as "the landfill"); and

WHEREAS, The Township of Chest will be the Host Municipality of said landfill; and

WHEREAS, the parties hereto are desirous of entering into an agreement concerning the fees to be paid by Eagle to the Township and other matters related to the operation of said landfill as hereinafter set forth; and

WHEREAS, upon obtaining all necessary permits and licenses from the applicable federal, state and local governmental



agencies required to make the premises available for use and operation as a residual and/or municipal solid waste landfill, this agreement shall become effective.

NOW, THEREFORE, this agreement witnesseth that the parties hereto, intending to be legally bound, agree as follows:

#### ARTICLE 1 - CONTINGENCY

This agreement is conditioned upon and subject to Eagle obtaining all necessary permits, licenses or approvals from the Pennsylvania Department of Environmental Resources and any and all other local, state, or federal governmental bodies, agencies, and authorities necessary for the operation of a residual and/or municipal solid waste landfill on the premises. If Eagle shall be unable to secure the required permit or permits, then this agreement shall be void and of no further effect.

#### ARTICLE 2 - TERM

The term of this agreement shall begin as soon as Eagle obtains all the required approvals and permits as above set forth, with the actual commencement date of this agreement beginning that date when the first residual and/or municipal solid waste is delivered by Eagle to the landfill (the "effective date"), and will continue until the landfill capacity to dispose of waste is exhausted.

#### ARTICLE 3 - CHARGES AND PAYMENT

Eagle agrees to pay to Township, as host municipality, disposal fees at the rate of \$2.00 per ton of 2,000 pounds for each and every ton of residual and/or municipal solid waste

delivered to the landfill. The sum of two cents from each ton shall be placed in an escrow account by the Township to defray the cost of repaving that portion of Township Route T-402 which is the subject of this agreement after the completion of the landfill.

It is Eagle's desire that Township share a portion of the charges with the School District. The amount, if any, <sup>NOT TO EXCEED \$20,000 PER YEAR</sup> of such sharing shall be solely determined by the Township. The disposal fees called for by this agreement shall be based on Eagle's truck weights as determined by state certified truck scales located at the landfill. By the 15th day of each month, Eagle shall pay to the Township the amount due and owing the Township for residual and/or municipal solid waste disposed of at the landfill during the preceding month, with each payment including a detailed statement of the tonnage of the residual and/or municipal solid waste delivered to the landfill during such month.

Beginning with the sixth year following the effective date, the per ton charge payable by Eagle to Township shall be adjusted annually by multiplying fluxuations in the Consumer Price Index to the minimum annual rental as follows:

(a) The Consumer Price Index for the purposes of this agreement shall be the Consumer Price Index for All Items and Major Group Figures for All Urban Consumers published by the Bureau of Labor Statistics of the United States Department of Labor, Pittsburgh Area. For all items January 1978 is equal to 100 on the Index. If the Consumer Price Index ceases to be published by the United States Department of Labor, Bureau of



Statistics, then the calculation shall be based on the closest successor index as identified by the United States Department of Labor. If no such successor exists, the calculation shall be based on an index that is mutually agreed between Eagle and Township.

(b) The adjusted per ton charge shall be determined by multiplying the per ton charge by a fraction, the numerator of which shall be the Consumer Price Index for the last month of the fifth year following the effective date of this agreement, and the denominator of which shall be the Consumer Price Index for the last month of the sixth year following the effective date of this agreement. The resulting sum, if any, shall be the per ton charge applicable for the next year. Each year thereafter the per ton charge shall be adjusted in accordance with this formula.

As an example, if the Consumer Price Index increases by 3% during the 5th year of this Agreement, then the per ton charge to be paid by Eagle to the Township during the 6th year shall be \$2.06 per ton. In the event the Consumer Price Index increases by 10% during the 6th year, then the per ton charge during the 7th year of this Agreement will be equal \$2.266 per ton. The \$2.266 per ton is derived at by adding to \$2.06, the charge for the 6th year, an additional \$.206 during the 7th year due to the 10% increase in the Consumer Price Index during the 6th year.

In the event the subject landfill shall ever convert to a municipal solid waste disposal, Eagle agrees to pay to the Township \$1.00 per ton of 2,000 pounds for each and every ton of

municipal solid waste delivered to the landfill over and above the Act 101 fees mandated to be paid to the Township pursuant to said Act.

In addition, such per ton charge payable by Eagle to the Township shall be adjusted in accordance with the increase in the Consumer Price Index as provided in subsections (a) and (b) above. Further, the per ton charge shall never be less than \$2.00 per ton regardless of whether the landfill is operated as a residual waste landfill or a municipal waste landfill.

#### ARTICLE 4 - BOOKS AND RECORDS

Eagle shall keep accurate and complete books and accounts, showing the amount of waste disposed of at the premises and shall furnish to the Township accurate statements of the waste disposed of at the landfill. In addition, Eagle shall and will maintain all landfill maps, books, plans and records necessary in the operation of said landfill and shall furnish to Township, or its duly authorized agents or employees, at any time during normal business hours upon request at least forty-eight hours in advance, access to all weight sheets, maps and plans related to the construction of the landfill at the premises, and in addition, shall deliver to the Township, or its duly authorized agents or employees, at any reasonable time during business hours pursuant to a written request made at least forty-eight hours in advance, access to any and all portions of said premises and landfill operations in connection therewith.

The Township shall have the right to certify the scales by an independent agency. Further, Eagle will give first preference to qualified personnel of the Township for employment at the landfill.

After the effective date, Eagle agrees to provide to the Township copies of all filings with the Department of Environmental Resources and any other governmental agency regarding the operation of said landfill.

#### ARTICLE 5 - ADVANCE PAYMENT

With the signing of this agreement, Eagle agrees to pay to the Township the sum of \$15,000.00 as an advance payment, and shall pay to the Township an additional advance payment of \$2,500.00 within thirty days after the effective date of this agreement. Further, upon the effective date of this agreement, Eagle agrees to pay to the Township \$2,500.00 per month as advance minimum payment regardless of the tonnage of residual waste delivered to the landfill during such month. Eagle in any month, including future months, may take credit against the minimum payments made, and the \$17,500 advance payment, at the tonnage rates as set forth herein. Eagle agrees not to recoup the \$17,500.00 advance payment until one year from the effective date of this agreement. Upon the expiration of this agreement, the Township shall not be obligated to refund any amounts of advance minimum payments which shall not have been recouped by Eagle at the time of the termination. In addition, in the event this agreement shall not become effective due to Eagle's inability to

obtain the required permits to operate said landfill, then the \$15,000.00 paid at the time of the signing of this agreement shall be retained by the Township.

Notwithstanding any of the other provisions contained herein, the minimum \$2,500.00 payment above provided shall cease in the event the landfill permanently ceases disposal operations. In such event, Eagle agrees to provide to the Township written notice at least 60 days in advance of the permanent closing of said landfill.

ARTICLE 6 - USE OF TOWNSHIP ROUTE T-409 and T-412

Upon the effective date of this agreement, the Township will grant to Eagle the right to use Township Routes T-409 and that portion of Township Route T-412 as shown on the attached map for the purpose of heavy hauling to and from the Premises. Eagle will improve the condition of the road to protect against dust problems and sub-base deterioration. In this regard, the Township hereby agrees to grant to Eagle a variance to the timing limitations of hauling solid waste on Route T-409 and that portion of T-412 as shown on the attached map in accordance with the Township ordinance regulating the collection, transportation and storage of solid waste, conditioned upon Eagle providing crossing guards for the school children at the time the school buses will be picking up or leaving off children on said Township Routes, which are the subject of this Agreement, during school hours. The crossing guards shall not be required for special events, such as basketball games and so forth. Further, Township and Eagle will

enter into a heavy hauling agreement (user sustained) for the use of said Route T-409 and that portion of T-412 as shown on the attached map, the terms and conditions of which shall be the same as the terms and conditions of heavy hauler agreement, copy of which is attached hereto and marked Exhibit "A". In addition, the Township agrees to grant to Eagle an easement to cross Route T-412 with a leachate transmission line, which right of way shall be thirty feet in width, the location of which shall be determined by Eagle.

Such easement shall be used for no purpose other than for the installation, maintenance, repair and replacement of the subject leachate transmission line.

#### ARTICLE 7 - INSPECTION

Eagle agrees to permit the Township Supervisors and an inspector from the Township access to the landfill during business hours only, and in addition during the time Eagle is performing construction activities at the landfill. The Supervisors and/or their inspector must be accompanied by an official of Eagle during any inspections. The cost of the Township inspector shall be at the expense of the Township. Eagle agrees to meet periodically with the Township's inspector or a committee formed by the Township for the purpose of discussing any problems that may exist at the landfill in order to avoid the occurrence of problems in the future. The expense of the committee also shall be borne by the Township.

Further, representatives of the Township shall have the right to accompany DER inspectors at the landfill without prior notice.

#### ARTICLE 8 - DEFAULT

Eagle shall be in default of the terms of this agreement in the event that Eagle fails to pay any sums of money due and owing the Township pursuant to the terms of this agreement in the event said default shall continue for a period of ten days after written notice of default by the Township. Further, Eagle shall be in default of this agreement if it fails, neglects or refuses to keep and perform any other covenants, conditions, stipulations or agreements herein contained and covenanted to be kept and performed by Eagle if such default shall continue for a period of thirty days after written notice by Township of such default, provided, however, that if the cause for giving such notice involves matters requiring a longer period of time than the period of such notice, Eagle shall be deemed to have complied with such notice so long as it has commenced to comply with such notice within the period set forth in the notice, and is diligently prosecuting the remedying of the default set forth in said notice. Eagle shall have the burden of proof to affirmatively establish the actions being taken to remedy the default and the time within which said default shall be cured. It is further understood that no curative period shall extend beyond 90 days without the express written consent of the Township, which will not be unreasonably denied.

In the event that Eagle shall fail to cure any such default within the time period set forth above, then the Township shall have the option of terminating this agreement forthwith by giving to Eagle written notice of such termination, and further, the Township shall have all remedies provided for in the event of such default by law or in equity.

ARTICLE 9 - DISPOSAL OF CHEST TOWNSHIP MUNICIPAL SOLID WASTE

In the event that Eagle obtains the necessary permits to operate a municipal solid waste landfill in Washington Township, Jefferson County, Pennsylvania or any other landfill, and during the time that said landfill or landfills are open to receive municipal solid waste, Eagle agrees to dispose of Chest Township municipal solid waste generated by the residents of the Township at no cost, which solid waste shall not include commercial generated municipal solid waste. However, such disposal is conditioned upon Eagle obtaining all necessary permits to operate said landfill and conditioned upon said landfill being open for business. This provision will apply only to municipal solid waste delivered to said landfill by licensed haulers of Chest Township. Disposal of such waste from such haulers at said landfill is conditioned upon the haulers being able to supply proof or validation that the waste delivered to the landfill is in fact municipal waste generated within the borders of Chest Township. It will be the responsibility of the Township to provide such proof as a condition of such disposal.

#### ARTICLE 10 - BONDS AND LIABILITY INSURANCE

Prior to the effective date of this agreement, Eagle shall file whatever bonds are required by the Pennsylvania Department of Environmental Resources in order to operate the subject landfill. Eagle agrees to deliver to the Township certified copies of said bonds.

Eagle agrees to update the bonds and limits of the liability insurance as required by law.

Eagle shall at all times during the term hereof keep in force at its own expense public liability insurance in companies acceptable to the Township, naming as insured both Eagle and the Township, with minimum limits of \$1,000,000.00 on account of bodily injuries to or death of one person; \$1,000,000.00 on account of bodily injuries to or death of more than one person as a result of any one accident or disaster; and \$500,000.00 on account of damage to property, and further, Eagle will deposit the policy or policies of such insurance, or certificates thereof, with the Township.

#### ARTICLE 11 - CONFESSION OF JUDGMENT

In the event Eagle should fail to pay the monetary amount due to Township after ten days' written notice that such sum or sums are delinquent, Eagle hereby authorizes and empowers any attorney of any court of record in Pennsylvania to appear for Eagle and confess judgment or judgments against Eagle for any and all such sums with costs of suit and attorney's commission of 5% on the amount due, with release of all errors and without stay of



execution, together with interest at a rate equal to Pittsburgh National Bank prime rate, plus 1%, then in existence, adjusted quarterly, and inquisition and extension upon any levy on real estate is hereby waived and condemnation agreed to, and the exemption of personal property from levy and sale on an extension is also hereby waived, and no benefit or exemption shall be granted under any exemption laws now in force or hereafter to be enacted, and the above provisions shall not be a bar to any other remedy which the Township has for the enforcement of the payment of sums due the Township in arrears or such other sums or payments as may be due. The warrant of attorney herein contained shall not be exhausted by any one confession of judgment thereon but may be used as often as there is any default or defaults hereunder as provided for herein.

#### ARTICLE 12 - FUTURE ACTS

The Township agrees not to adopt or pass any ordinance or regulation to thwart the approval of or operation of the landfill. However, the Township shall have the right to do any act to make certain that Eagle has complied with all state and federal laws and regulations regarding the approval of or the operation of said landfill.

#### ARTICLE 13 - NOTICES

Any notice provided herein may be given by hand delivery or by registered or certified United States mail (with postage prepaid - return receipt requested). The place to which notices are to be mailed or delivered may be changed at any time by either

party by written notice to the other party. Any notice may be given by either party, or by the agent or attorney thereof.

Notice to Eagle shall be mailed or delivered to the following:

Eagle Environmental, L.P.  
9 Logan Boulevard, 2nd Floor Rear  
Altoona, PA 16602

Notice to the Township shall be mailed or delivered to the following:

The Township of Chest  
R. D. #1, Box 606  
LaJose, PA 15753

All notices required to be sent as herein provided shall be deemed to have been properly sent if mailed by registered or certified United States Mail (with postage prepaid - return receipt requested) to either party at the above addresses or to the last known address if changed by either party by written notice to the other party.

#### ARTICLE 14 - TITLES TO ARTICLES

The titles of the articles throughout this agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this agreement.

#### ARTICLE 15 - INVALIDITY OF PARTICULAR PROVISION

If any term or provision of this agreement, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this agreement or the application of such terms or provisions to

persons or circumstances other than those to which it is held to be invalid or unenforceable, shall not be affected thereby, and each term and provision of this agreement shall be valid and be enforceable to the full extent permitted by law.

#### ARTICLE 16 - RELATIONSHIP OF PARTIES

Nothing contained in this agreement shall be deemed or construed by the parties hereto, or by any third party, to create the relationship of principal or agent, or of a partnership or of joint venture or of any association whatsoever between Eagle and Township, it being expressly understood that neither the computation of charges due and owing hereunder by Eagle to the Township, nor any other act or acts of the parties hereto shall be deemed to create any relationship between Eagle and the Township other than the relationship set forth herein.

#### ARTICLE 17 - LEGAL EXPENSES

If any action at law or in equity shall be brought by either party against the other under the terms of this agreement, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's costs, reasonable attorney fees, the amount of which shall be fixed by the Court, and shall be made a part of any judgment or decree rendered.

#### ARTICLE 18 - COMPLETE AGREEMENT

This writing contains the entire agreement between the parties hereto and no agent, representative, salesman, or officer of Eagle has any authority to make, or has made any statement, agreement or representation, either oral or written, in connection

herewith, modifying, adding or changing any terms and conditions set forth herein. No dealings between the parties or custom shall be permitted to contradict various terms, add to, or modify the terms hereof. No modification of this agreement shall be binding unless the modification shall be in writing and signed by the parties hereto.

ARTICLE 19 - EXECUTION OF COUNTERPARTS

This agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute but one agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed as of the day and year first above written.

WITNESS:

EAGLE ENVIRONMENTAL, L.P.

Carol Stephens

By [Signature]

WITNESS:

THE TOWNSHIP OF CHEST

James M. Korman

By [Signature]

Le Roy & Brink

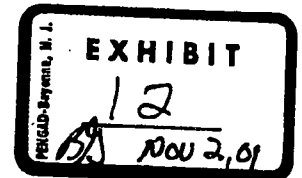
## EXHIBIT 2

EXECUTED COPY

Red X = Original / Black X = Copy

BOG401.001.001

*Confidential*



PARTNERSHIP AGREEMENT  
FOR  
EAGLE ENVIRONMENTAL II, L.P.  
  
(A DELAWARE LIMITED  
PARTNERSHIP)

*FAVOR TO 1317TVR  
2/15*

CONFIDENTIAL

## AGREEMENT OF LIMITED PARTNERSHIP

OF

EAGLE ENVIRONMENTAL II, L.P.

DATE: 3-31-97

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**AGREEMENT OF LIMITED PARTNERSHIP**  
**OF EAGLE ENVIRONMENTAL II, L.P.**

AGREEMENT OF LIMITED PARTNERSHIP, dated as of March 31, 1997 (the "Agreement"), by and between KHODARA ENVIRONMENTAL II, INC., a Delaware corporation ("K-ENVIRONMENTAL.2" or the "General Partner"), and RECYCLING INVESTMENTS, II INC., a Delaware corporation ("RECYCLING.2" or the "Limited Partner"), regarding the formation and operation of a limited partnership doing business under the name and style of Eagle Environmental II, L.P. ("EAGLE.2" or the "Partnership"), pursuant to the laws of the State of Delaware, for the purposes hereinafter set forth. As used herein, "Partners" shall refer, collectively, to the General Partner and the Limited Partner. Reference to a "Partner" shall be to either of the Partners.

An index of defined terms is set for in Paragraph 24 below.

**RECITALS**

- A. Predecessor Entities. The General Partner (K-ENVIRONMENTAL.2) is an affiliate of Khodara Environmental, Inc., a Delaware corporation ("K-ENVIRONMENTAL.1"). Both entities are controlled by Jacques Khodara, an individual resident of New Jersey ("Khodara"). The Limited Partner (RECYCLING.2) is an affiliate of Recycling Investments, Inc., a Delaware corporation ("RECYCLING.1"). Both entities are controlled by RHI Holdings, Inc., a Delaware corporation ("RHI"). K-ENVIRONMENTAL.1 (as general partner) and RECYCLING.1 (as limited partner) were the partners in Eagle Environmental, L.P., a Delaware limited partnership ("EAGLE.1"). EAGLE.1 was formed and operated with the purpose of owning land (commonly referred to as the "Happy Landing Real Estate" and the "Royal Oaks Real Estate") and obtaining landfill permits for two landfill projects commonly referred to as the "Happy Landing Landfill Permits" and the "Royal Oaks Landfill Permits". The Happy Landing Real Estate and the Happy Landing Landfill Permits are collectively referred to as the "Happy Landing Project". The Royal Oaks Real Estate and the Royal Oaks Landfill Permits are collectively referred to as the "Royal Oaks Project".

REDACTED

- B. Liability Owed by Predecessor Partnership. Pursuant to a Loan Agreement dated as of March 10, 1989, as amended from time to time (the "Loan Agreement"), between EAGLE.1 as Borrower and Banner Capital Ventures, Inc. ("BCV") as Lender, EAGLE.1 was indebted to BCV for certain loans, evidenced by promissory notes, with the following outstanding balance and applicable interest rate as of May 31, 1996:

The obligations due by EAGLE.1 to BCV under such loans are collectively referred to as the "BCV Payable".

- C. Liability Owed by Khodara Affiliate to Predecessor Partnership. Pursuant to the Partnership Agreement for EAGLE.1, EAGLE.1 made certain loans to K-ENVIRONMENTAL.1, with the following outstanding balance and applicable interest rate as of May 31, 1996:

The obligations due to EAGLE.1 by K-ENVIRONMENTAL.1 under such loans are collectively referred to as the "Khodara Receivable".

- D. Capital Contributions and Cumulative Priority Return Owed by Predecessor Partnership to Recycling Investments Affiliate. Pursuant to the Partnership Agreement for EAGLE.1, K-ENVIRONMENTAL.1 made capital contributions to EAGLE.1 in the aggregate amount of \$1,000,000. Such capital contributions are entitled to a cumulative priority return (prior to any other distributions) of 15% per annum, compounded quarterly. The capital contributions and cumulative priority return balance thereof as of May 31, 1996 were as follows:

REDACTED

REDACTED

Loan Agreement.

G. Transfer of Royal Oaks Landfill to EAGLE.2, and Assumption of Loan Agreement Liabilities by EAGLE.2.

IT IS THE INTENT AND PURPOSE OF THE PARTIES THAT, AS OF THE EFFECTIVE DATE (as defined in Recital K below): (i) the Royal Oaks Project shall become an asset of the Partnership (EAGLE.2), and (ii) all obligations due by EAGLE.1 to BCV under the Loan Agreement shall become obligations of the Partnership (EAGLE.2).

*TO ACCOMPLISH SUCH INTENT AND PURPOSE, THE FOLLOWING TRANSACTIONS SHALL BE DEEMED TO TAKE PLACE AS OF THE EFFECTIVE DATE, AS DEFINED IN RECITAL K BELOW:*

- a) The Royal Oaks Project and the Khodara Receivable (as defined in Recitals A and C above), shall: (1) First, be deemed transferred by EAGLE.1 to BCV as of the Effective Date in partial satisfaction of the outstanding debt under the BCV Payable (as defined in Recital B above); and (2) Second, be deemed sold by BCV to the Partnership (EAGLE.2) as of the Effective Date in exchange for a promissory note (as described further in subparagraph (c) below).
- b) The remaining liability by EAGLE.1 to BCV under the BCV Payable shall be deemed assumed as of the Effective Date by the Partners of EAGLE.1, and contributed and assumed by EAGLE.2, following the same chain of distributions and contributions as outlined in Recital F(a) above.
- c) As a result of such transactions, as of the Effective Date, all of the following shall be deemed transferred to and assumed by the Partnership: (1) the Royal Oaks Landfill, (2) the Khodara Receivable, (3) the entire debt obligation under the BCV Payable and the Loan Agreement, and (4) the right to receive any proceeds under the Mascaro Agreements -- which proceeds (including any proceeds received on the Effective Date) shall immediately be applied to satisfy all indebtedness under the BCV Payable and the Loan Agreement.

On the Effective Date, all promissory notes evidencing the BCV Payable shall be canceled, and a new Promissory Note shall be issued by the Partnership to BCV, dated as of the Effective Date, with  
compounded quarterly (the  
"Replacement Grid Note").

REDACTED

H. Assumption of Khodara Receivable by K-ENVIRONMENTAL.2.

IT IS THE INTENT AND PURPOSE OF THE PARTIES THAT AS OF THE EFFECTIVE DATE (as defined in Recital K below) the Khodara Receivable (as defined in Recital C above) become an obligation due and owing by K-ENVIRONMENTAL.2 to the Partnership (EAGLE.2).

TO ACCOMPLISH SUCH INTENT AND PURPOSE, THE FOLLOWING TRANSACTIONS SHALL BE DEEMED TO TAKE PLACE AS OF THE EFFECTIVE DATE, AS DEFINED IN RECITAL K BELOW:

- a) As part of the distribution of assets by EAGLE.1 to K-ENVIRONMENTAL.1 (as described in Recital F above), all obligations to make payment under the Khodara Receivable shall be deemed distributed to and assumed by K-ENVIRONMENTAL.2, and all rights to receive payments under the Khodara Receivable shall be deemed contributed and assigned to the Partnership (EAGLE.2) as part of the distribution and contributions of assets described in Recital G above.
- c) As a result of such transactions, as the Effective Date the Khodara Receivable shall be an obligation due by K-ENVIRONMENTAL.2 to the Partnership (EAGLE.2). Such Khodara Receivable shall have the outstanding balance as of the Effective Date, and shall continue to accrue interest from such date at the rate set forth in Recital C.

- I. Khodara Guaranties. Under the terms of the Partnership Agreement for EAGLE.1 Khodara executed: (a) a Guaranty (referred to in said Partnership Agreement as the Khodara Guaranty) with respect to the General Partner's indemnification obligations; and (b) a Guaranty (referred to in said Partnership Agreement as the Additional Khodara Guaranty) with respect to losses of EAGLE.1. As a condition to the transactions herein, as of the Effective Date Khodara shall deliver a similar Guaranty (hereinafter referred to as the "Khodara Guaranty #2") with respect to the General Partner's indemnification obligations, and a Guaranty (hereinafter referred to as the "Additional Khodara Guaranty #2") with respect to losses of EAGLE.2.

- X J. Intent and Purposes of Parties. The intent and purpose of the parties, after giving effect to the transactions set forth above, is as follows:

- a) As of the Effective Date: (1) EAGLE.1 shall have as its sole asset the Happy Landing Landfill Permits; and (2) EAGLE.2 shall have as its assets: (i) the Royal Oaks Project; (ii) the right to all proceeds under the Mascaro Agreements; and (iii) the right to all proceeds under the Khodara Receivable. All such assets are hereinafter collectively referred to as the "Project".

- b) In addition, as of the Effective Date: (1) EAGLE.1 shall have no obligations under the Loan Agreement; the same having been assumed by EAGLE.2 as provided in Recital G; (2) RECYCLING.2 shall be entitled to a cumulative priority return from EAGLE.2 in the same amount as RECYCLING.1 was entitled to a cumulative prior return from EAGLE.1 (See Recital D above); and (3) K-ENVIRONMENTAL.2 shall be indebted to EAGLE.2 for GP Loans (as evidenced by the Khodara Receivable), in the same manner that K-ENVIRONMENTAL.1 was indebted to EAGLE.1 for GP Loans.
- c) In the event of any ambiguities in the terms of this Agreement, such ambiguity shall be resolved in a manner consistent with the intent of the parties as set forth in these Recitals.

REDACTED

2. Formation; Expense of Formation: The Partners hereby form and continue a limited partnership pursuant to this Agreement and the Partnership Act (as defined below).

**Certain Definitions:**

**"Certificate"** shall mean the Certificate of Limited Partnership of the Partnership, filed with the Secretary of State of the State of Delaware, as such Certificate may be amended or restated from time to time.

**"Limited Partnership Interest"** or **"Interest,"** when used with respect to any Limited Partner, shall refer to that percentage limited partnership interest as set forth next to the signature blocks below.

**"Partnership Act"** shall mean the Delaware Revised Uniform Limited Partnership Act, 6 Del. C. §§ 17-101 et seq. as it may be amended from time to time and any successor to such statute.

3. **Name and Place of Business.** The Partnership is and shall be conducted under the name of Eagle Environmental II, L.P. or such other name as the General Partner shall hereafter designate by written notice to the Limited Partner. The principal place of business for the Partnership shall be c/o Khodara Environmental II, Inc., 11 New Street, Englewood Cliffs, New Jersey 07632 (Telephone: 201-568-1999), Attn: Jacques Khodara, President, and its office in the State of Delaware shall be 1209 Orange Street, Wilmington, New Castle County, Delaware 19801 or such other place as the General Partner may from time to time designate by notice to the Limited Partner.

**REDACTED**

7. Representations and Warranties.

(a) The General Partner represents and warrants to the Limited Partner as follows:

- (i) The General Partner is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. The General Partner's authorized capital stock consists of 3,000 shares of voting common stock, of which 100 are outstanding, and all 100 of which are owned by, and have been legally and validly issued to, Khodara. The General Partner has no subsidiaries.
- (ii) The General Partner has full corporate power and authority to enter into this Agreement and to carry out the transactions contemplated hereby. The Board of Directors of the General Partner has taken all action required by law, its Certificate of Incorporation and By-Laws, or otherwise to authorize the execution and delivery of this Agreement and the transactions contemplated hereby, and this Agreement is a valid and binding agreement of the General Partner, enforceable in accordance with its terms.
- (iii) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will violate any provision of the Certificate of Incorporation or By-Laws of the General Partner, or violate, or be in conflict with, or constitute a default under, or cause the acceleration of the maturity of any debt or obligation pursuant to, any agreement or commitment to which the General Partner is a party or by which it or any of its property is bound, or violate any statute or law or any judgment, decree, order, regulation or rule of any court or governmental authority.
- (iv) The General Partner was incorporated in \_\_\_\_\_, 1996. Neither the General Partner nor the Partnership has incurred, directly or indirectly, any liabilities or obligations, except those incurred in connection with (i) its organization or (ii) the negotiation and consummation of this Agreement and the transactions contemplated hereby. Neither the Partnership nor the General Partner has engaged in any business or activities of any type or kind whatsoever, entered into any agreement or arrangements with any person or entity, or become subject to or bound by any obligation or undertaking, not contemplated by this Agreement.



- (v) Upon the assignment by Khodara to the Partnership pursuant to Paragraph 10(f) of the personal property described therein, the Partnership will have, good and valid title to such personal property.
- (vi) The General Partner expects that the Required Permits will be obtained in accordance with the Budget and that a landfill can be made operational at the Royal Oaks Project.
- (vii) The General Partner has delivered to the Limited Partner true and correct copies of (A) title reports on the properties consisting the Royal Oaks Project; (B) reports of its environmental engineer relating to the Project, including an environmental audit report; (C) all correspondence between Khodara or the General Partner and any person from whom any Required Permit must be obtained or such environmental engineer; and (D) reports of or correspondence with any other person whom Khodara or the General Partner proposes to engage as an environmental engineer in connection with the Royal Oaks Project. To the General Partner's best knowledge, none of the properties constituting the Royal Oaks Project are subject to any encumbrance, easement, lien, restriction or other interest or any condemnation or zoning proceeding that may adversely affect the Project, not disclosed to the Limited Partner by the General Partner in writing. To the General Partner's best knowledge, the conditions of the Royal Oaks Project are not in violation of any law, rule, or regulation, including any relating to the protection of the environment, and there is no material geographical, topological, or environmental deterrent or hindrance to the completion of the Project.
- (viii) To the General Partner's best knowledge, no portion of the properties consisting the Royal Oaks Project is being used or has been used at any previous time for the disposal, storage, treatment, processing or other handling of any Hazardous Substance, Pollutant or Contaminant.

"Hazardous Substance" shall have the meaning provided for in Section 103 of the Pennsylvania Hazardous Sites Cleanup Act. "Pollutant" and "Contaminant" shall include the meanings provided in Section 101(33) of the federal Comprehensive Environmental Response, Compensation, and Liability Act, as amended.
- (ix) No Hazardous Substance, Pollutant or Contaminant is presently being disposed or has ever been disposed by the General Partner or, to General Partner's best knowledge, has ever been deposited, discharged, placed or disposed at or on the Royal Oaks Project nor has the Royal Oaks Project been used at any time by any person as a landfill or waste disposal site.
- (x) To the General Partner's best knowledge, the Royal Oaks Project is not subject to any ongoing investigations ordered by any agency of the federal, state, county or municipal government or subject to any pending litigation, administrative proceeding or notice of violation.
- (xi) To the General Partner's best knowledge, there are no federal, state, county or

municipal laws, ordinances, orders, rules or regulations relating to environmental matters currently existing requiring any work, repairs, construction, remedial action or capital expenditures with respect to the Royal Oaks Project, nor has the General Partner received any notice of any of the same.

- (xii) Neither the execution and delivery of the Khodara Guaranty #2, the Additional Khodara Guaranty #2, nor the consummation of the transactions contemplated thereby will violate or be in conflict with, or constitute a default under, or cause the acceleration of the maturity of any debt or obligation pursuant to, any agreement or commitment to which Khodara is a party or by which he or any of his property is bound, or violate any statute or law or any judgment, decree, order, regulation or rule of any court or governmental authority. The Khodara Guaranty #2 and the Additional Khodara Guaranty #2 is each a valid and binding agreement of Khodara enforceable in accordance with its terms.

(b) The Limited Partner represents and warrants to the General Partner as follows:

- (i) The Limited Partner is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. The Limited Partner's authorized capital stock consists of 1,000 shares of common stock, of which 100 are outstanding and all 100 of which are owned by, and have been legally and validly issued to, RHI Holdings, Inc.
- (ii) The Limited Partner has full corporate power and authority to enter into this Agreement and to carry out the transactions contemplated hereby. The Board of Directors of the Limited Partner has taken all action required by law, its Certificate of Incorporation and By-Laws, or otherwise to authorize the execution and delivery of this Agreement and the transactions contemplated hereby, and this Agreement is a valid and binding agreement of the Limited Partner, enforceable in accordance with its terms.
- (iii) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will violate any provisions of the Certificate of Incorporation or By-Laws of the Limited Partner, or violate, or be in conflict with, or constitute a default under, or cause the acceleration of the maturity of any debt or obligation pursuant to, any agreement or commitment to which the Limited Partner is a party or by which it or any of its property is bound, or violate any statute or law or any judgment, decree, order, regulation or rule of any court or governmental authority.

8. Capital Contributions.

ED

REDACTED

- (d) Powers of the General Partner. Except as otherwise provided herein, the General Partner shall possess the same rights and powers as general partners in a partnership without limited partners formed under the laws of the State of Delaware.

REDACTED

REDACTED

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REDACTED

REDACTED

REDACTED



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REDACTED

REDACTED



REDACTED

REDACTED

REDACTED

REDACTED

18. **Amendments.** This Agreement may not be amended, and no provision hereof may be waived, except by a writing signed by the General Partner and the Limited Partner.
19. **Notices.** All notices, requests and demands to or upon the respective parties hereto be effective shall be in writing (including by telegraph or telex), and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when delivered by hand, or three days after being deposited in the mail, postage prepaid, or, in the case of telegraphic notice, when delivered to the telegraph company, or, in the case of telex notice, when sent, answer back received, addressed as follows or to such other address as may be hereafter notified by the respective parties hereto:

The Limited Partner:                      300 West Service Road  
   P.O. Box 10803  
   Chantilly, Virginia 22021  
   Attention: General Counsel

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The General Partner:                      Khodara Environmental Inc.  
   11 New Street  
   Englewood Cliffs, New Jersey 07632  
   Attn: Jacques Khodara

REDACTED

REDACTED

REDACTED

REDACTED



REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

23. Miscellaneous.

- (a) Severability. Each provision hereof is intended to be severable and the invalidity or illegality of any portion of this Agreement shall not affect the validity or legality of the remainder hereof.
- (b) Captions. Paragraph captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.
- (c) Person and Gender. The masculine gender shall include the feminine and neuter genders, the singular shall include the plural and the word "person" shall include corporation, firm, partnership or other form of association.
- (d) Binding Agreement. Subject to the restrictions on assignment herein contained, the terms and provisions of this Agreement shall be binding upon, and inure to the benefit of, the successors, assigns, personal representatives, estates, heirs and legatees of the respective Partners.
- (e) Applicable Law. Notwithstanding the place where this Agreement may be executed by any of the parties hereto, the parties expressly agree that all the terms and provisions hereof shall be construed under the laws of the State of Delaware and that the Partnership Act and other applicable laws of the State of Delaware as now adopted or as may be hereafter amended shall govern the partnership aspects of this Agreement.
- (f) Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto with respect to the matters set forth herein and supersedes any prior understanding or agreement, oral or written, with respect thereto.
- (g) Agreement in Counterparts. This Agreement may be executed in several counterparts and all so executed shall constitute one Agreement, binding on all the parties hereto, notwithstanding that all the parties are not signatories to the original or the same counterpart.
- (h) Qualification in Other States. In the event the business of the Partnership is carried on or conducted in states in addition to the State of Delaware, then the parties agree that this Partnership shall exist under the laws of each state in which business is actually conducted the Partnership, and they severally agree to execute such other and further documents as may be required or requested in order that the General Partner legally may qualify this Partnership in such states. The power of attorney hereinabove granted to the General Partner by each of the Limited Partners in Paragraph 17 shall constitute the authority of the General Partner to perform the ministerial duty of qualifying this Partnership under the laws of any state in which it is necessary to file documents or instruments of qualification. A

REDACTED

REDACTED



25. Obligations Under Loan Agreement Have Priority. Notwithstanding anything to the contrary set forth in this Partnership Agreement, prior to any distribution or other use of proceeds, until the Replacement Grid Note and all other obligations of the Partnership under the Loan Agreement are paid in full, all proceeds received by the Partnership from the Mascaro Agreements (as defined in Recital E above) and all proceeds from the Royal Oaks Project (as defined in Recital A above), shall be applied by the Partnership to satisfy the obligations under the Loan Agreement and the Replacement Grid Note.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

KHODARA ENVIRONMENTAL II, INC.

(X)

By:

Jacques Khodara, President

RECYCLING INVESTMENTS II, INC.

By:

Colin Cohen, Vice President

(X)

~~The undersigned, Jacques Khodara, joins in the execution of this Agreement to acknowledge and agree to the personal restrictions applicable to him under this Agreement, as set forth in Paragraph 10(h) (Covenant Not to Compete)~~ HX

~~Jacques Khodara~~

ADDITIONAL SIGNATURES TO BE OBTAINED ON OR PRIOR TO THE EFFECTIVE DATE:

Each of the undersigned joins in the execution of this Agreement to acknowledge and agree to the consummation of the transactions described in the Recitals hereof, each of which transactions shall be deemed to have taken place and been effected as of the Effective Date (as defined in Recital K).

Each of the undersigned consents and agrees to take such further action, and execute such further documents instruments or certificates as may be deemed reasonably necessary, from time to time, to further evidence and perfect the transactions described and effected by the Recitals of this Agreement.

EAGLE.1 PARTIES

Eagle Environmental, L.P.

By: Khodara Environmental Inc.

(X)

By:

Jacques Khodara, President

REDACTED

Khodara Environmental, Inc.



By:

Jacques Khodara, President

Recycling Investments, Inc.

By:

Colin Cohen, Vice President



CONTROLLING SHAREHOLDERS OF PARTNERS IN EAGLE.1:



Jacques Khodara

RHI Holdings, Inc.

By:

Colin Cohen, Vice President & CFO



LENDER UNDER LOAN AGREEMENT:

BANNER CAPITAL VENTURES, INC.

By:

Colin Cohen, President



## EXHIBIT 3

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF LAND RECYCLING AND WASTE MANAGEMENTPermit  
For  
Solid Waste Disposal and/or Processing Facility  
FORM NO. 8Permit No. 301311  
Date Issued August 3, 2001  
Date Expires August 3, 2011

Under the provisions of the Pennsylvania Solid Waste Management Act of July 7, 1980, Act 97, a permit for a solid waste disposal and/or processing at (municipality)

Chest Township in the County of Clearfieldis granted to (applicant) Eagle Environmental II, L.P.(address) 11 New StreetEnglewood Cliffs, NJ 07632This permit is applicable to the facility named as Royal Oak Landfill and described as:

676.8 Acres

Latitude 40° 45' 49"

Longitude 78° 37' 56"

This permit is subject to modification, amendment and supplement by the Department of Environmental Protection and is further subject to revocation or suspension by the Department of Environmental Protection for any violation of the applicable laws or the rules and regulations adopted thereunder, for failure to comply in whole or in part with the conditions of this permit and the provisions set forth in the application no. 301311 which is made a part hereof, or for causing any condition inimical to the public health, safety or welfare.

See attachment for waste limitations and/or special conditions

  
FOR THE DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF LAND RECYCLING AND WASTE MANAGEMENTPermit  
For  
Solid Waste Disposal and/or Processing Facility  
FORM NO. 8

Permit No.	301311
Date Issued	August 3, 2001
Date Expires	August 3, 2011

1. This permit is issued for the construction and operation of a 676.8 acre Class I residual waste landfill, of which 64.8 acres are permitted for waste disposal, employing artificial liners and collection and treatment of leachate, pursuant to the application for Municipal or Residual Waste Permit notarized July 9, 1997, and the following information:

- a. Phase I and II information submitted July 17, 1997.
- b. Revisions dated June 1998, October 1998, June 1999, December 1999, November 2000, and January 12, 2001.
- c. All other related submissions/correspondence received after July 17, 1997.

This permit includes the permit application, as revised, listed above (hereinafter referred to as the "permit application").

2. Any alterations or additions to the permitted facility constitute major or minor modifications and the applicable documents must be provided. Any alterations or additions must be approved in writing as a permit modification by the Department of Environmental Protection (Department) Northcentral Field Office (NCFO) Waste Management Program prior to the change taking place.
3. The permittee shall comply with all applicable requirements of 25 Pa. Code § 287, 288 and 299 of the Residual Waste rules and regulations. Failure to comply with any of the Department's rules, regulations and special conditions of this permit may result in enforcement action by the Department.
4. Within 30 days after issuance of the permit, the permittee shall submit one (1) set of a complete permit application packet incorporating all approved final revisions of all forms, attachments and plans under one cover to the NCFO Waste Management Program.
5. A copy of the complete Waste Management permit application, including all updates and revisions, shall be retained at the facility's office on site.

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6. Nothing in this permit shall be construed to supersede, amend or authorize violation of the provisions of any valid and applicable local law, local ordinance or local regulation provided that said local law, local ordinance or local regulation is not preempted by the Pennsylvania Solid Waste Management Act, the Act of July 7, 1980, P.L. 380, No. 97, 35 P.S. § 6018.101, et seq.
7. As a condition of this permit and of the permittee's authority to conduct the activities authorized by this permit, the permittee hereby authorizes and consents to allow authorized employees or agents of the Department, without advance notice or a search warrant, upon presentation of appropriate credentials, and without delay, to have access to and to inspect all areas on which solid waste management activities are being or will be conducted. The authorization and consent shall include consent to collect samples of waste, water or gases, to take photographs, to perform measurements, surveys and other tests, to inspect any monitoring equipment, to inspect the methods of operation, and to inspect and/or copy documents, books or papers required by the Department to be maintained. This permit condition is referenced in accordance with Sections 608 and 610(7) of the Solid Waste Management Act, 35 P.S. Sections 6018.608 and 6018.610(7). This condition in no way limits these powers or any other powers granted under the Solid Waste Management Act.
8. Prior to any clearing and grubbing, earth disturbance, or any type of construction, the permittee must first provide permanent physical markers at the perimeter of the 300-foot buffer zones around each exceptional value (EV) wetland. The markers shall be clearly visible, readable and uniform throughout the operation of the landfill. The 300-foot buffer zones shall not be disturbed in any manner.
9. The permittee shall submit, on a form provided by the Department, certification by a Pennsylvania registered professional engineer of site construction in accordance with the approved plans and 25 Pa. Code § 288.202. Each phase of the landfill construction shall be certified in this manner.

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10. The permittee is required to complete a daily operational record as required by 25 Pa. Code § 288.281. The daily operational record shall be recorded on a form supplied by the Department and shall be maintained on a daily basis and must be available at all times for review by the Department employees or their authorized representatives.
11. The permittee shall submit to the Department an annual operations report on or before June 30 of each year beginning in 2002, in accordance with the requirements of 25 Pa. Code § 288.283.
12. The permittee shall, prior to commencing disposal operations, construct field controls as described in 25 Pa. Code § 288.211 as well as the approved plans submitted with the permit application described in condition number 1 above.
13. No hazardous or toxic wastes or waste characteristic as identified in 25 Pa. Code, Chapter 261a., may be managed or disposed of at this facility.
14. No lead acid batteries shall be disposed, discarded or placed into mixed waste at this facility.
15. This facility is permitted to accept waste for disposal 6 days per week. The permitted days and hours of operation are from 6:00 am to 11:00 pm, Monday through Friday, and 6:00 am to 5:00 pm on Saturdays. The permitted days and hours of operation for waste collection and disposal activities are from 7:00 am to 4:00 pm, Monday through Friday, and 8:00 am to 12:00 pm on Saturdays.
16. No more than 3,000 tons of solid waste may be received at this facility for disposal on any single operating day. This figure represents the maximum daily volume of the facility.
17. No more than 2,500 tons of solid waste may be received at this facility for disposal on an average daily volume basis over the standard calendar year quarter. This figure represents the average daily volume of the facility.

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18. Any increase in the average or maximum daily waste disposal amount referenced above shall require a major permit modification to be submitted to the NCFO Waste Management Program for review. Written approval for this major permit modification is required by the NCFO Waste Management Program.
19. The permittee shall comply with the proposals addressing landfill related truck management during those days in which Harmony School District school busses are transporting school students, as detailed in the May 1, 2000, and May 19, 2000, letters from Thomas J. Valiknac (consulting engineer for Eagle Environmental II, L.P.) to Richard H. Lewis, Pennsylvania Department of Transportation, Engineering District 2-0. The NCFO Waste Management Program requested the permittee to submit these proposals as part of the Environmental Assessment Process required by 25 Pa. Code § 287.127 as it relates to the review of traffic impacts. These proposals are part of the Waste Management Permit Application.
20. Any landfill related truck traffic noted on Township Routes T-409 and/or T-412 when the Harmony Area School District school busses are transporting school students at any time shall be a violation of this permit.
21. The permittee must submit for approval by the NCFO Waste Management Program a binding agreement for the use of the Hugill Sanitation, Inc. property for landfill related truck parking area as proposed in the letters identified in condition number 19, above, and as proposed by the letter of intent between Hugill Sanitation, Inc. and Eagle Environmental II, L.P. dated March 23, 2000. This agreement must be submitted and approved by the NCFO Waste Management Program prior to any construction activities taking place on the permitted area.



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22. The permittee, through submissions dated November 28, 2000, and January 12, 2001, from Thomas J. Valiknac, P.E., to the NCFO Waste Management Program, identified benefits as part of the harms and benefits analysis required by 25 Pa. Code § 287.127(c). The identified benefits of the project clearly outweigh the known and potential harms as referenced in the document prepared by the NCFO Waste Management Program entitled "Environmental Assessment Evaluation; Identification and Evaluation of Known and Potential Harms Versus Known and Potential Benefits" January 23, 2001. These November 28, 2000, and January 12, 2001, submissions are incorporated as part of the permit application. Failure to provide for all benefits described in these submissions would invalidate the Harms/Benefits analysis and will be a violation of this permit.
23. The permittee shall submit a liner installation plan to the NCFO Waste Management Program for review prior to the construction of the liner system for each landfill cell. Written approval from the NCFO Waste Management Program must be received by the permittee prior to beginning construction of the liner system including the subbase. The liner installation plan shall include, but not be limited to, the following:
- Methods of installation
  - Time required to install the liner
  - Panel layouts
  - Procedures for inclement weather
  - Procedures for material delivery
  - Procedures for deploying all liner system materials
  - Procedures for handling wrinkles in the liner
  - Identification and number of work crews
  - Resumes of the individuals on the liner installation crews

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24. The geosynthetics listed in Appendix A of this permit, are approved for installation in the liner system for this facility. These geosynthetic materials listed in Appendix A have been shown to be compatible with the expected leachate from this facility and have been demonstrated to have acceptable engineering properties including interface friction angles for use in the liner system. The list of geosynthetics in Appendix A may be amended by the permittee without modification of this permit so long as the NCFO Waste Management Program approves the use in writing as set forth below in this paragraph. Any additional liner material not currently on the list shall be evaluated for leachate compatibility in accordance with Permit Condition 27, below, and shall be demonstrated to have acceptable engineering properties including interface friction angles for use in the liner system. All such information must be submitted in writing by the permittee to the NCFO Waste Management Program for review. Written approval must be received by the permittee from the NCFO Waste Management Program prior to using the specific geosynthetic in the liner system.
25. Within 60 days from the receipt of this permit, the permittee shall submit a revised Table CQA-9A indicating the latest specifications for the Poly-Flex 60 mil Roughened HDPE material. The revised table shall include a density specification. In addition, the seam strength specifications listed on Table CQA-9A shall be revised to be consistent with Section 3.4.4.h of the CQA Plan (i.e., shear strength no less than 95% of the parent material yield strength and peel strength no less than 62% of the parent material yield strength). The CQA plan is part of the permit application.
26. Table CQA-9B (Gundle Textured HDPE Specifications) of the permit application is no longer applicable to this permit.

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27. With the exception of those geosynthetics already approved and which are listed in Appendix A, leachate compatibility testing shall be performed by the permittee on all geomembranes, geonets, and geotextiles to be used in the liner system. For geomembranes, the compatibility test procedure shall be based on USEPA or ASTM guidelines approved by the Department. For geonets and geotextiles, the test procedures listed below are required. The results of the compatibility tests must be submitted by the permittee to the NCFO Waste Management Program for review. Written approval must be received by the permittee from the NCFO Waste Management Program prior to using the specific geosynthetic in the liner system. These test procedures may be modified based on test developments by ASTM Committee D-35.

Geonets	
Property (unit)	Test Procedure
a. Mass per unit area	Direct measure (sample size > 1 sq. ft.)
b. Volatiles	Procedure for determination of volatile of exposed and unexposed FML <sub>1</sub>
c. Extractables	Procedure for determination of extractables content of exposed and unexposed FML <sub>1</sub>
d. Thickness (mils)	ASTM D-1777 (part 32)
e. Dimensions of configuration	Direct measure machine and cross machine (CM) direction

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DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF LAND RECYCLING AND WASTE MANAGEMENT

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f. Specific gravity or density

ASTM D-792 Method A or ASTM  
D-1505 (dry sample before test)

g. CBR Puncture

Geosynthetic Research Institute (GRI)  
Test Method GS1 "CBR Puncture  
Strength"

h. Strip Tensile Strength

Alternative Strip Tensile Test Method  
for Geonets

i. Transmissivity (or flow rate) ASTM D-4716 [All laboratory testing for transmissivity of geonets should be conducted at the site conditions, including but not limited to: (i) gradient at site (minimum and maximum) and (ii) identical representation of geosynthetic layers].

j. Compression Behavior of  
Geonets

GRI Test Method GNT "Compression  
Behavior of Geonets"

Footnote 1. Lining of Waste Containment and Other Impoundment Facilities:  
EPA; Sept. 1988; EPA 600/2-88-052.

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Geotextiles

Property (units)

Test Procedure

a. Thickness (mils)	ASTM D-1777 (part 32)
b. Mass per unit area (oz/sq. yd.)	ASTM D-3776
c. Dimension (cm)	Direct measure machine and cross machine direction
d. Grab Tensile strength/elongation	ASTM D-4632
e. Trapezoidal tear resistance	ASTM D-4533
f. Hydraulic burst strength	ASTM D-3786
g. Puncture resistance	ASTM D-3787
h. Permittivity	ASTM D-4491

28. When the permittee receives the liner system geonets and geomembranes at the construction site, conformance testing shall be conducted by the permittee. For geonets, testing shall be conducted in accordance with Section 3.3.3 of the Construction Quality Assurance (CQA) Plan in the permit application. For geomembranes, testing shall be conducted in accordance with Section 3.4.3 of the CQA Plan in the permit application.

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29. Samples of all geosynthetic materials received by the permittee shall be retained at the facility office on site for future verification. The frequency of sampling shall be one sample for every 100,000 ft<sup>2</sup> delivered.
30. All sample results from each layer of the liner system's preparation, construction and/or installation shall be submitted to the NCFO Waste Management Program for review. Waste may not be disposed in any area until the following have been met:
- A Certification of Facility Construction Activity (Form 19R) has been completed by the permittee and received by the NCFO Waste Management Program.
  - A field Quality Assurance (QA) report for each specific liner system layer's construction is submitted with the Form 19R. At a minimum, this report shall include:
    - Personnel involved with the project.
    - Scope of work.
    - QA and Quality Control (QC) methods and activities.
    - Test results.
    - Problems encountered during construction and resolution of these problems.
    - Field drawings signed and sealed by a Pennsylvania registered professional engineer.
  - Written approval has been received by the permittee from the NCFO Waste Management Program for construction of each specific layer.
31. Upon completion of each layer of the liner system, the permittee shall notify the NCFO Waste Management Program that the liner layer construction activity is ready for inspection.

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32. For all liner system layers, construction or installation of the next layer of the liner system may not take place until the NCFO Waste Management Program has conducted an inspection of the previous liner system construction activity, all the approved minimum specifications for that specific previous layer have been met, and written approval has been received by the permittee from the NCFO Waste Management Program for construction of that specific previous layer.
33. All daily QA reports shall be available for review at the facility's office on site at all times upon request by the Department or its representatives.
34. During the liner system construction and installation, there shall be at least one third party QA monitor for each distinct seaming work crew and at least one third party QA monitor for each distinct work crew conducting non-destructive seam testing.
35. At least one third party QA monitor shall be present to measure and accurately locate each field panel's position on the site and develop as-built drawings that include all patches and repairs.
36. Prior to installation of the geogrid, the soil parameters listed on page 5 of the Tensar Structural Geogrid Liner Support Design report, which is part of the permit application, shall be verified by the permittee and approved in writing by the NCFO Waste Management Program.
37. Radiation Monitoring Plan: An updated Radiation Action Plan based on the following comments shall be submitted by the permittee to the NCFO Waste Management Program for review and written approval prior to any waste being accepted for disposal at this facility.
- a. Upon completion of the training identified in Section D.1 of the Radiation Action Plan (RAP), as amended February 2001, the landfill manager, the Primary Radioactivity Coordinator, and the Assistant Radioactivity Coordinator shall be instructed in each component of the plan by Mr. Thomas J. Valiknac, P.E., the preparer of the plan.

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- b. The procedures listed in Section D.2 of the RAP, as amended February 2001, shall be incorporated into the RAP. The procedures include; i) written alarm procedures, ii) procedures for waste haulers to follow if radiation and radioactive material is detected in their vehicle, iii) procedures to ensure at least one individual per shift is trained and responsible for the implementation of response procedures in the event an alarm is activated, iv) procedures to be followed by customers in the event an alarm point is exceeded, and v) procedures to be followed by facility personnel in the event an alarm is activated.
- c. The barriers to be installed around the fixed detectors as specified in Section F.1 of the RAP, as amended February 2001, shall be constructed in such a way so as not to inhibit the ability of the detectors from detecting radiation emitted from the waste-hauling trucks. The RAP shall be updated to include the design of these barriers.
- d. Upon selecting the radiation monitoring equipment that will be used at the Royal Oaks Landfill, the procedures for calibrating each type of monitoring equipment shall be included into the RAP. Calibration procedures shall describe who will be conducting the calibration, how each piece of monitoring equipment will be calibrated, and the minimum frequency calibration will be conducted. Calibration shall be conducted after any repairs to the equipment and at a frequency recommended by the manufacturer. The person conducting the calibration shall be one trained in the operation of the equipment.

38. Within 180 days from the date of this permit, the permittee shall submit the protocol to the NCFO Waste Management Program for review and approval, describing how the installation of equipment and collection of meteorological data will be accomplished. This is in accordance with 25 Pa. Code § 288.136(b)(3) and with the November 2000 revision to Attachment 23R, Section B of the permit application.



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39. This facility is granted equivalency requests for the approvals listed in Appendix B of this permit. The specific permit conditions for each of these equivalency approvals are included in Attachment 1 of Appendix B. Appendix B will be updated for any new equivalency approvals granted in accordance with 25 Pa. Code § 287.231 after the issuance date of this permit.
40. All permit modifications, other than equivalency approvals, granted for this facility are listed in Appendix C of this permit. The specific permit conditions for each of these permit modifications are included in Attachment 1 of Appendix C. Appendix C will be updated for any new permit modifications approved after the issuance date of this permit.
41. Precipitation collected in a disposal field may be handled by a sedimentation pond only if no wastes have been placed in that specific disposal field and no run-on from any other disposal field is occurring. Once waste is placed in a disposal field or run-on from other disposal areas is occurring, all water that is collected in the specific disposal field must be handled by the leachate collection system.
42. The permittee shall install all erosion and sedimentation control structures including but not limited to, diversion and collection ditches, sedimentation ponds and traps, silt fences, culverts, and discharge structures in accordance with the approved plans included in the permit application and 25 Pa. Code Chapter 102, and 25 Pa. Code § 288.151 and § 288.242-288.244. All buried culverts and discharge pipes shall be installed by the permittee such that they are protected from yielding, buckling, and cracking.
43. The permittee must inspect erosion and sedimentation control structures on a regular basis during operation, closure and post-closure periods. Inspections shall be conducted at least monthly and within twenty-four (24) hours after each continuous storm event of 1 inch or greater. The permittee shall conduct any required maintenance immediately after the inspection.

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44. The permittee shall keep records on the amount of leachate recirculated, problems encountered due to pipe collapse or clogging, leachate outbreaks and leachate short-circuiting, and the method of correction of any problems. The records shall be kept on a monthly basis and retained at the facility's office on site for the life of the facility including the post-closure period. These records shall be available for inspection by the Department or its representative upon request.
45. At least two weeks prior to the construction of the leachate storage tanks, the permittee shall submit design plans for the foundation for each tank to the NCEO Waste Management Program for review and written approval. These design plans shall include the footing design and the bearing capacity report as described in Section 5.0 of the tank specifications included in Attachment 17R-4-1 of the permit application.
46. The permittee shall not utilize more than 25% of the 30-day available leachate storage capacity at any time except in the event of an emergency. Twenty-five percent or less of the 30-day available leachate storage may be used for activities such as flow equalization.
47. The permittee shall notify, and obtain written approval from, the NCEO Water Quality Management Program, 208 W. Third St., Suite 101, Williamsport, PA 17701, prior to discharging any water from the hydrostatic testing of the leachate storage tanks.
48. Vehicular transportation of leachate to an off-site treatment facility shall cease three years from the date of initial discharge of leachate into the leachate collection and handling system unless otherwise authorized by the Department.

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49. Prior to commencing disposal operations, the permittee shall provide the Department with a copy of a signed contractual agreement with the operator of a primary offsite leachate treatment facility that provides for treatment of leachate at the facility, and a copy of a signed contractual agreement with the operator of a backup leachate treatment facility that provides for backup treatment of leachate at the second facility if leachate cannot be treated by the primary treatment facility. The contracts shall specify the period of time that offsite treatment will be provided. The contracts shall also prohibit the treatment facility operators from refusing to treat leachate without six (6) months advance written notice to the permittee.
50. The permittee shall submit a complete and final Preparedness, Prevention, and Contingency (PPC) Plan to the NCFO Waste Management Program within sixty (60) days from the date of this permit. The PPC plan shall be based on the outline developed and submitted with Form L of the permit application.
51. The permittee shall submit a blasting plan to the Department's Bureau of Mining and Reclamation, P.O. Box 8461, Harrisburg, PA 17105-8461, for review and written approval prior to any blasting at this facility. The permittee shall notify the NCFO Waste Management Program when the above referenced blasting plan is submitted. The blasting plan shall ensure that the groundwater monitoring wells, liner system components, gas monitoring wells, leachate conveyance and storage facilities, erosion and sedimentation control structures, and other landfill structures are not adversely affected. The blasting plan shall include the procedures to be followed during the test blasting program to be conducted during the construction of Mining Stage 1 as described in the permit application.
52. Test Blasting Report: Upon completion of blasting in Mining Stage 1, the permittee shall submit a report detailing the results of the test blasting to the NCFO Waste Management Program for review and written approval before constructing the liner system for Stage 1. The test blasting report shall include the information specified on page 3 of Attachment 16R-9-3-1 of the permit application.

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53. Within 60 days from the issuance date of this permit, the permittee shall seal all bore holes which were drilled for the purposes of site investigation and which will not be impacted by landfill excavation and construction in accordance with 25 Pa. Code § 288.122 (b).
54. Within 60 days from the issuance date of this permit, the permittee shall submit revised liner system details (Drawing PH-16-C). The revised detail shall indicate the geotextiles within the leachate detection zone are 6 oz/yd<sup>2</sup> not 16 oz/yd<sup>2</sup>.
55. The permittee shall not cause or allow water pollution within or outside of the permitted facility. Pollution for the purposes of this condition shall not be limited to groundwater but shall include, but not be limited to, surface water discharges to Pine Run and all of its tributaries. The permittee shall report any degradation at any of the monitoring points dedicated to the facility to the NCFO Waste Management Program in accordance with 25 Pa. Code, § 288.256. The permittee must initiate a groundwater assessment plan in accordance with 25 Pa. Code, § 288.256 to determine the source of the contamination at the monitoring point. Based on the results of the groundwater assessment plan, an abatement plan meeting the requirements of 25 Pa. Code, § 288.257 shall be submitted to the NCFO Waste Management Program as required.
56. All monitoring point sample sheets prepared by the permittee, whether from quarterly or annual samples, shall include at a minimum, the following information which shall be measured in the field at the time of sampling:
- water level depth
  - sampling depth
  - water temperature
  - pH
  - specific conductance

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57. The permittee shall submit quarterly chemical analysis reports of all monitoring points to the NCFO Waste Management Program within 60 days of sampling or 15 days after completion of the chemical analysis, whichever is sooner.
58. On each anniversary date of this permit, annual chemical analysis reports of all monitoring points must be submitted to the NCFO Waste Management Program within 60 days of sampling or 15 days after completion of the chemical analysis, whichever is sooner.
59. If groundwater samples cannot be obtained from any of the monitoring well(s), the well(s) shall be redrilled or relocated so as to obtain water for sampling groundwater. The permittee shall notify and obtain written approval from the NCFO Waste Management Program prior to drilling and reconstructing any new monitoring wells.
60. The permittee shall pump all monitoring wells at a rate not to cause excessive turbidity. If turbidity values exceed 5 NTU, the permittee shall test all metals for dissolved values to be included with the quarterly and annual chemical analysis reports.
61. The permittee shall sample the monitoring wells after removing a minimum of three (3) well volumes from the well. If insufficient water is available for sampling after three well volumes, the permittee shall sample the monitoring well the next day. If sufficient water is still not available after the next day, the permittee shall re-drill and reconstruct the monitoring well to obtain sufficient water for sampling. The permittee shall notify and obtain written approval from the NCFO Waste Management Program prior to drilling and reconstructing of any new monitoring wells.

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62. The following shall apply when the permittee constructs the seasonal water seepage drain included in the permit application:

- The seepage drain shall prevent seasonal groundwater from infiltrating the undisturbed soils and the sub-grade and sub-base soils down to a depth of 4-feet beneath the base of the landfill's liner.
- The permittee shall design the discharge point of the seepage drain to prevent accelerations of erosion.
- The permittee shall sample the water discharging from the seepage drain and included in the facility's groundwater and surface water monitoring quarterly and annual chemical analysis reports.
- The permittee shall monitor the seepage drain on a daily basis to ensure it is functioning as designed.

63. Mandatory Abatement Standards for all constituents required by 25 Pa. Code § 283.257(c) shall be complied with at the identified compliance points.

64. Prior to and after mitigation work has been completed on the fractured bedrock beneath the landfill, the permittee shall hydraulically analyze the aquifer containing the affected area. The permittee shall conduct an aquifer test, utilizing the monitoring well system, and any auxiliary monitoring wells, to examine the aquifer's flow regime within the portion of the bedrock that is planned for mitigation. The permittee shall notify the NCFO Waste Management Program prior to start of any aquifer testing procedures. The permittee shall submit to the NCFO Waste Management Program the results of the aquifer analysis within 60 days after the completion of the aquifer test.

65. All soil materials to be used for daily, intermediate and final covers, subbase and clay seepage drain barrier material shall be screened and/or crushed prior to use unless otherwise approved by the NCFO Waste Management Program, in writing.

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66. All soil materials to be used for daily, intermediate and final covers, subbase and clay seepage drain barrier material shall be tested according to the methods and frequencies outlined in the Soils Quality Assurance Plan included in the permit application.

67. The permittee shall perform combustibility testing via ASTM D-3174-97 on the following materials at the following frequencies:

Subgrade: 1 test per 1500 cubic yards

Subbase: 1 test per 1500 cubic yards

Daily Cover: 1 test per 1250 cubic yards

Intermediate Cover: 1 test per 420 cubic yards

Final Cover: 1 test per 1500 cubic yards

Clay Seepage Drain Barrier: 1 test per 1500 cubic yards

68. Any mine spoil blended with coal shall be tested by the permittee at a minimum frequency of one sample per 750 cubic yards.

69. The permittee shall repair all penetrations made during nuclear density testing of the subbase layer(s) described in the permit application with powdered bentonite tamped and hydrated in layers no greater than 3 inches thick.

70. After placement of a subbase loose lift, a sheepsfoot roller or other similar equipment shall be used to achieve the desired compaction and knit the loose lift layer into the subgrade or previously constructed layer. The final surface of the subbase shall be finish compacted with a smooth vibratory roller.

71. If a sheepsfoot roller is used, then the feet of the sheepsfoot roller shall be sized such that the geogrid within the subgrade layer is not damaged.

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72. Scarification of the subgrade shall be done to a minimum depth of one inch. The geogrid within the subgrade shall not be damaged.
73. The permittee shall prevent trucks exiting the facility from tracking mud and other contaminants such as debris, litter, solid waste, and leachate, onto the public highway.
74. The permittee shall not accept solid waste transported to the facility in a vehicle in which the waste is not covered or secured in accordance with the Department's rules and regulations governing the transportation of waste.
75. The permittee shall not allow litter to be blown or otherwise deposited off-site.
76. The permittee shall construct fences or other barriers sufficient to control blowing litter in the immediate operating area and all other areas within the permit boundaries necessary to control blowing litter.
77. The permittee shall collect litter at least weekly from fences, roadways, trees and tree line barriers and other barriers and disposed of in the working face.
78. The Royal Oak Residual Landfill, which is owned and operated by Eagle Environmental II, L.P., is hereby authorized to accept the generic residual and special handling residual wastestreams as specified in the Form R Waste Analysis and Classification Plan of the permit application. Specifications for the Form R are set forth in the permit application and with the following specific conditions for accepting Form U and Form FC-1 wastes for disposal:
- a. All wastes for acceptance shall be consistent with the requirements stated in this approved Form R, Waste Analysis and Classification Plan.



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- b. Submittals by the permittee for the initial acceptance of individual generator wastes, identified in Table R-1, shall contain all information required by the respective forms and a signature of the official certifying the results for the permittee.
- c. Submittals by the permittee for the initial acceptance shall include all applicable Form U parameters unless the absence of parameters is certified in writing by the generator. Absence of parameters refers to absence in leaching and not total concentration. Generator certifications for absence of specific parameters shall be based on generator knowledge or known chemical composition of the waste.
- d. The minimum analytical requirements for reanalysis are designated in Table R-2. The results of the reanalysis shall be received by the permittee on or before the anniversary date of this approval and shall be maintained at the permittee's site for five (5) years from the date the results were received. The results shall be made available to the Department upon request.
- e. Test methods in Table R-3 may be amended by the permittee without modification to this permit. The permittee shall notify the NCFO Waste Management Program, in writing of any amended test methods.
- f. Waste acceptance limits shall be as designated in Table R-4.
- g. Total analyses, in mg/kg, may be reported in lieu of leaching analyses for metals or organics, provided that the results for the total concentration do not exceed twenty (20) times the 80% warning limits for waste acceptance as shown in Table R-4.

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- h. The NCFO Waste Management Program shall be notified by the permittee immediately upon receipt of analytical results showing the 80% warning limits of Table R-4 are met or exceeded, to discuss increased monitoring frequency and/or additional test parameters. If toxicity parameters are met or exceeded, the reanalysis may be a statistical treatment of the data.
- i. The permittee shall determine additional analytical requirements for initial characterization and wastestream reanalysis according to the procedures set forth in condition no. 72(g) of this permit.
- j. The permittee shall notify the NCFO Waste Management Program within twenty-four (24) hours if a waste is accepted which is chemically incompatible with a waste already received at the facility. The permittee shall discuss with the NCFO Waste Management Program abatement alternatives for implementation. The permittee shall receive written approval from the NCFO Waste Management Program prior to implementation of any abatement alternatives.
- k. Mixing residual wastes from the same or different generator is acceptable, provided the permittee maintains proper records and can demonstrate wastestream tracking from the generation sources and complies with the regulations. Commingling special handling residual wastes with other waste types and with other generator's wastes is acceptable only as specifically provided by Department regulations. Wastestream analyses must be performed prior to mixing.
- l. This approval includes Incidental and Small Quantity Residual Process Wastes, as defined in a June 29, 1994, Department letter. Form U's shall include separate residual waste code lists to identify Incidental/Small Quantity Process Waste.

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- m. Cement kiln residue (RWC 212) from generators burning hazardous waste fuels or using waste as raw materials shall be evaluated by the NCFO Waste Management Program on a case-by-case basis for acceptance and monitoring.
- n. In the event leachate treatment capability is reduced or more restrictive leachate discharge limitations are imposed by the Department, the permittee shall submit for review and written approval a permit modification application for the Form R leachate treatability to the NCFO Waste Management Program.
- o. If the permittee wants to modify the acceptance limit concentrations or chemical test parameters, the permittee must submit a minor permit modification to the NCFO Waste Management Program for review and written approval.
- p. Modifications of residual waste codes (RWC's), for acceptance of wastes for disposal not approved in the Form R Waste Analysis and Classification Plan included in the permit application, or this permit, shall be a major permit modification per 25 Pa. Code § 287.154(a).
- q. The permittee shall submit written requests for minor permit modifications to accept or modify the acceptance of large quantity (>2,200 lb/mo) residual or special handling residual waste to the NCFO Waste Management Program on forms supplied by the Department, including Source Reduction Strategy.

These written requests must be received by the NCFO Waste Management Program, by: certified mail with a return signature card, or be hand delivered with documentation from the NCFO Waste Management Program that the information was properly received, or other acceptable means by which the permittee is able to track receipt dates.

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If not disapproved by the NCFO Waste Management Program, the requested waste may be accepted for disposal fifteen (15) Departmental working days after receipt by the NCFO Waste Management Program of the written request.

If it is determined after the fifteen (15) Departmental working day period that waste accepted was not consistent with this Form R Waste Analysis and Classification Plan or the design of the landfill site, the permittee shall be subject to any and all applicable enforcement actions of the Solid Waste Management Act or the Department's rules and regulations promulgated thereunder. The absence of disapproval by the Department during or after the waiting period does not constitute an approval or final action of the Department.

- r. The permittee shall not accept residual or special handling residual waste from any generator subject to 25 Pa. Code, § 287.54 of the Department's Residual Waste Regulations who does not provide the permittee with Form 26R, chemical analysis of the waste or certification that the physical and chemical properties of the waste and the process generating the waste have not changed, on or before the anniversary date of this Waste Analysis and Classification Plan approval, until such time as the Form 26R is supplied to the permittee by the generator.
- s. The Form 26R shall include written documentation that the waste is not a hazardous waste under 25 Pa. Code, Chapter 261a., and written documentation that the waste continues to meet the landfill's Form R waste acceptance criteria.
- t. Form 26R analysis or certification required under 25 Pa. Code, § 287.54 shall be maintained at the permittee's site for five (5) years from date of receiving the form and shall be made available to the Department upon request.
- u. The permittee shall receive annually from small quantity residual waste generators and large quantity generators of small quantity waste types, written

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documentation that their waste is not hazardous waste under 25 Pa. Code, Chapter 261a., and written documentation that their waste continues to meet the landfill's Form R waste acceptance criteria. These documentations shall be filed at the facility site for five (5) years from the dates of receiving the forms and shall be made available to the Department on request. If documentation is not supplied to the permittee by the generator, the facility must no longer accept that waste until such time as the generator supplies it. This condition does not apply to Form S waste.

- v. All Form E, Form 25R, and Form EC-1 documents must be kept on file at the permittee's office on site for five (5) years from the dates of receiving the forms and shall be made available to the Department upon request per 25 Pa. Code, § 288.203(b).
- w. The permittee shall at all times use the most recent sampling methods, analysis methods, and Department forms.
- x. Current laboratory Quality Assurance/Quality Control (QA/QC) plans, for each of the laboratories utilized to test generator wastestreams in compliance with this approval, shall be kept on file at the permittee's office on site. Each plan shall include:
1. Chain-of-custody control.
  2. Sample collection and preservation information.
  3. Analytical procedures.

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- y. Each laboratory analytical report filed at the permittee's site or submitted to the Department in compliance with this permit, shall include the following information:

1. Sampling technique used.
2. Sample preservation and storage used.
3. Field QA/QC used.
4. Proper analytical units.
5. Extraction, digestion, and analytical methods for all required parameters.
6. Instrument detection limits for all required parameters.
7. Sampling dates and dates of analysis for individual parameters, to verify holding times.
8. Signature of the responsible laboratory representative.

- z. Acceptance limits for waste excluded from regulation as hazardous waste under 25 Pa. Code § 2614(a) shall be based on limiting factors of applicable toxicity parameters, liner compatibility, leachate treatability and waste-to-waste chemical compatibility.

- aa. The NCFO Waste Management Program shall be notified immediately by the permittee as soon as the permittee is aware that received waste is rejected and when waste failing on-site screening has been received and disposed.

79. All submissions required under this permit to the NCFO Waste Management Program shall be sent to the following address:

Environmental Protection Program Manager – Waste Management  
Department of Environmental Protection  
NCFO Waste Management Program  
208 West Third St., Suite 101  
Williamsport, Pa. 17701

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APPENDIX AApproved Geosynthetics For Royal Oaks Residual Waste Landfill Liner System

## 1. Primary and Secondary Liner Geomembranes:

- a. Textured 60 mil HDPE, manufactured by Poly-Flex Inc.

## 2. Leachate Detection Zone Geonet:

- a. Fabrinet-XL-14 HDPE Geocomposite, manufactured by GSE Lining Technology. The Fabrinet shall have a layer of geotextile bonded to each side. The approved geotextile is Amoco 4506 manufactured by Amoco Fabrics and Fiber Company.

## 3. Geotextiles in Leachate Collection Zone:

- a. Type 4516, 7.6 oz/yd, polypropylene non-woven geotextile, manufactured by Amoco Fabrics and Fiber Company.

## 4. Geosynthetic Clay Liner:

- a. Bentomat SS, manufactured by Colloid Environmental Technologies Company.

## 5. Geogrid:

- a. Tensar UX1600HS geogrid manufactured by Tensar Earth Technologies, Inc.

## 6. Cap material:

- a. 40 mil Ultraflex Textured Geomembrane manufactured by GSE Lining Technology, Inc.

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APPENDIX B

List of Approved Equivalency Approvals For the Royal Oaks  
Residual Waste Landfill  
(See Attachment 1 for Conditions)

1. Leachate Detection Zone

a. Geonet

2. Alternate Daily Cover

a. Rusman AG-645 Foam



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**Attachment 1 to Appendix B  
Conditions for Approved Equivalency Approvals****1. Leachate Detection Zone**

- a. A leachate detection zone consisting of one layer of geonet on the 4:1 sideslopes and two layers of geonet on the landfill floor as specified in the permit application. It has been determined that the geonet meets the performance standards in 25 Pa. Code § 288.435(a).

**2. Alternate Daily Cover**

- a. Alternate daily cover consisting of a foam product for which the following conditions apply:

- (i) The AC-645 Long Duration Foam Product manufactured by Rusmar, Inc. is the only foam product this permit allows for use as an alternate daily cover material. Any other source of foam alternate daily cover must be approved in writing by the NCFO Waste Management Program.
- (ii) If the foam used as daily cover fails to meet the performance standards for daily cover as specified in 25 Pa. Code § 288.232(c) at any time and for any reason, the permittee shall immediately cease using the foam and shall use cover soil meeting the requirements of 25 Pa. Code § 288.232(c). In lieu of soil daily cover, the permittee may apply another approved alternate daily cover in accordance with the conditions set forth for that alternate daily cover.
- (iii) The foam shall be applied to the working face in a uniform six (6) inch layer as described in Section 3.3 (Daily Operation Procedures) of the Request for Equivalency Review.

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(iv) Vehicular traffic shall not occur on the foam application area until waste disposal activities resume the following morning.

(v) The foam shall only be utilized in the limited area of the working face where waste disposal will resume the following morning. If waste will not resume the following morning, or if the working face will be idle for more than 15 hours, daily cover soil meeting the requirements of 25 Pa. Code § 288.232(c) shall be applied to the working face.

(vi) At a minimum of once per week, a uniform six-inch layer of soil daily cover meeting the requirements of 25 Pa. Code § 288.232(c) shall be applied by the permittee.

(vii) The foam shall not be applied if moderate to heavy precipitation is forecasted to occur between the time of foam placement and resumption of waste disposal operations in the morning.

(viii) The foam shall not be applied when wind velocity or forecasted wind velocity is in excess of 35 miles per hour.

(ix) A minimum five-day supply of daily cover soil that meets the requirements of 25 Pa. Code § 288.232(c) shall be maintained at the site at all times.

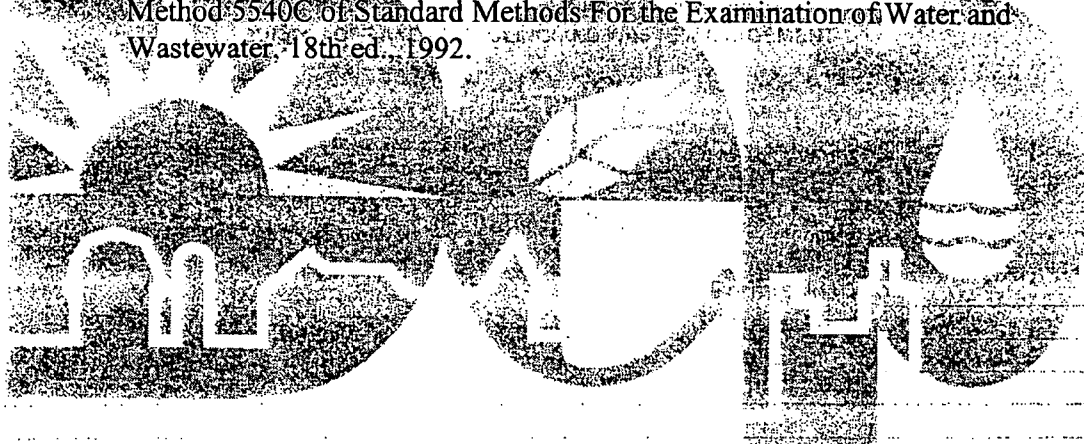
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(x) The foam shall not be applied to areas with slopes in excess of four horizontal to one vertical (4:1 or 25%).

(xi) The quarterly leachate and groundwater analyses shall be revised to include analysis for methylene blue activated substances (MBAS) by Method 5540C of Standard Methods For the Examination of Water and Wastewater, 18th ed., 1992.



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Appendix C

List of Approved Permit Modifications For the Royal Oaks  
Residual Waste Landfill  
(See Attachment 1 for Conditions)

This Appendix is reserved for listing of future permit modifications.

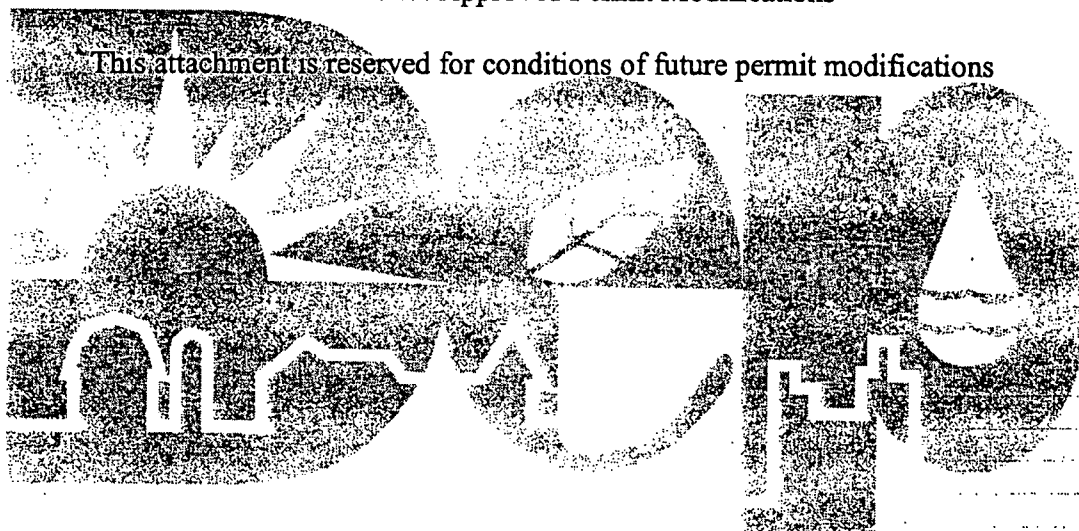
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Attachment 1 to Appendix C  
Conditions for Approved Permit Modifications

This attachment is reserved for conditions of future permit modifications



**Table R-1  
Residual Waste Codes**

**ROYAL OAK RESIDUAL LANDFILL**

<b>Residual Waste Codes</b>	<b>Residual Waste Categories</b>
001	Coal-derived bottom ash
002	Coal-derived fly ash
003	Flue gas desulfurization residue (FGD)
004	Incinerator bottom ash
005	Incinerator fly ash
006	Incinerator mixed ash
007	Other ash (to be further specified)
101	Foundry sand
102	Slag
103	Refractory material
104	Grindings, shavings
105	Ferrous baghouse dust
106	Non-ferrous baghouse dust
107	Ferrous scrap, including auto recycle
108	Non-ferrous scrap
109	Sandblast abrasive and residue
110	Air emission control dust
201	Water treatment sludge/sediment
203	Industrial wastewater treatment sludge, including acid mine drainage sludge
204	Metallurgical sludge
205	Food processing sludge (excluding commercial and institutional sources)
206	Paint, coating sludge and scale
207	Tank bottoms
208	Still bottoms (non-hazardous)
209	Oily sludge, petroleum derived
210	Air emission control sludge
211	Other industrial sludge (to be further specified)
212	Lime/cement kiln scale, residue
214	Cooling tower sediment/sludge
302	Basic chemicals (pH > 8)
304	Chemical salts
305	Spent activated carbon (e.g., decoloring, filtering) For carbon/graphite scrap, see RWC 481

Residual Waste Codes	Residual Waste Categories
306	Surface coatings (e.g., solid/semi-solid paints, polishes, adhesives, inks, cans of hardened paint) For paint filters, see RWC 473
307	Filter media/aids (e.g., diatomaceous earth, ion exchange resins, silica gels, silica bead desiccant)
308	Spent dyes
310	Detergents, cleaning agents
311	Off-specifications products, intermediates (non-hazardous, to be further specified)
312	Pharmaceutical, laboratory, biological wastes (excluding infectious/chemo.)
401	Leather wastes (for Cr tannery process sludgese, see RWC 211)
402	Rubber, elastomer wastes, Latex
403	Wood wastes (scrap lumber, pallets, particle board)
404	Paper, cardboard wastes, laminated paper
405	Textile wastes, including yarn, fabric, fiber, elastic
406	Glass wastes (cullet), excluding industrial refractory material
407	Polyethylene, polystyrene, polyurethane, and other non-halogenated plastics
408	Glass reinforced plastics
409	Halogenated plastics (e.g. PVC, Teflon, CPE)
410	Electronic component wastes (e.g. off-spec semiconductors, circuit boards)
412	Photographic wastes (e.g. film, photographic paper)
413	Asphalt (bituminous).
414	Ceramic wastes
415	Linoleum wastes
416	Thermal insulation wastes (cellulose, glass, wool)
417	Wiring, conduit, electrical insulation
418	Sawdust, including wood shavings
419	Contaminated containers (and contents), includes metallic and non-metallic drums and pails.
430	Food waste (excluding treatment sludges and commercial/institutional sources)
440	Resins, (Epoxy waste)
450	Polymers (other than 407, 409)
460	Vinyl (sheet, upholstery)
470	Spent filters - air/gas
471	Spent filters - aqueous
472	Spent filters- non-hazardous fuel, oil, solvent
473	Paint filters other cloth/paper filters, superabsorbents

Residual Waste Codes	Residual Waste Categories
480	Refractory (furnace, boiler), other than RWC 103
481	Carbon/graphite residue/scrap
482	Baghouse dust, other than RWC's 105 and 106
483	Blasting abrasive/residue, other than RWC 109
484	Gypsum plaster molds
501	Asbestos-containing waste (e.g. insulation, brake lining, etc.)
502	PCB-containing waste
503	Oil-contaminated waste (e.g. spent absorbent, oily rags)
505	Spent catalysts
506	Contaminated soils/debris/spill residues (nonpetroleum)
507	Waste petroleum material contaminated soil/debris
508	Virgin petroleum fuel contaminated soil/debris
510	Waste Tires (excluding whole tires, except as provided in Act 190)
701	Pumping, piping, vessels, instruments, storage tanks
702	Scrap materials from maintenance, product turnaround
704	Grinding wheels
710	Plant trash
901	Auto shredder "fluff"





Waste Code Testing/Reporting  
Royal Oak Residual Landfill[illegible]

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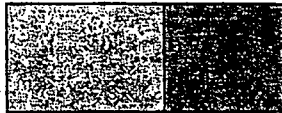
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**Waste Code Testing/Reporting  
Royal Oak Residual Landfill**

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Waste Code Testing/Reporting  
Royal Oak Residual Landfill

**KEY:**

- Chemical monitoring required, unless certified in writing through generator knowledge. Certification may be made if the process by which the waste was generated has not changed and the waste's composition has not changed, or if the composition is known. Certification based on known composition must either be for absence of the parameter or certification of the actual concentration.
- Chemical monitoring required, unless certified in writing through generator knowledge. Certification may be made only if the composition is known. Certification based on known composition must either be for absence of the parameter or certification of the actual concentration.

- (I) A Complete Form U Reanalysis Is Required Once Every Three Years To Verify Certifications, Due On Or Before The Anniversary Date Of Wastestream Acceptance. This is Not Required For Parameters Within 30% of Form R Acceptance Limiting Criteria<sup>2</sup>, if Waste Generating Process is Certified as Not Having Changed. Results Shall Be Filed At Your Facility And Be Made Available Upon Request.
- (II) Sandblast waste is to be tested per disposal event, per generator location.
- (III) PCB-contaminated waste is to be tested per disposal event, per generator location. If the waste is PCB-contaminated soil, follow RWC 506 for sampling and chemical monitoring requirements.
- (IV) Contaminated soils are to be tested per clean-up event, per generator location.

<sup>1</sup> Organic scans for TCLP halogens may be used to certify "known composition" of the TOX indicator parameter. This is allowed because TOX is not a required parameter for wastestream characterization but may be required as an indicator parameter for monitoring.

<sup>2</sup> % of Limiting Criteria was proposed in Table 9.1 of the Lycoming County Landfill Form R application dated October 21, 1997.

**Table R-3**  
**Waste Analysis Methods**

**ROYAL OAK RESIDUAL LANDFILL**

<b>Parameter</b>	<b>Leaching Procedures</b>	<b>Digestion/Extraction Procedures</b>	<b>Determinative Procedures</b>
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**Waste Characteristics**

Corrosivity			1110 & See pH
Free Liquids			9095
Ignitability			1030, DOT Oxidizer
Reactive Sulfide			7.3.4.2
Reactive Cyanide			7.3.3.2

**Toxicity Characteristic Inorganics**

Arsenic	1311	3051	6010, 7060, 7061
Barium	1311	3051	6010, 7080, 7081
Cadmium	1311	3051	6010, 7130, 7131
Chromium	1311	3051	6010, 7190, 7191
Lead	1311	3051	6010, 7420, 7421
Mercury	1311	3051	245.1, 245.2, 7470
Selenium	1311	3051	6010, 7740, 7741
Silver	1311	3051	7760, 7761

**Inorganics**

Aluminum	1311	3051	6010, 7020
Antimony	1311	3051	6010, 7040, 7041
Beryllium	1311	3051	6010, 7090, 7091
Boron	1311	3051	200.7, 200.8, 200.9
Cobalt	1311	3051	6010, 7200, 7201
Copper	1311	3051	6010, 7210, 7211
Iron	1311	3051	6010, 7380, 7381
Manganese	1311	3051	6010, 7460, 7461
Molybdenum	1311	3051	6010, 7480, 7481
Nickel	1311	3051	6010, 7520
Thallium	1311	3051	6010, 7840, 7841
Tin	1311	3051	6010, 7870
Titanium	1311	3051	6010



Parameter	Leaching Procedures	Digestion/Extraction Procedures	Determinative Procedures
Vanadium	1311	3051	6010, 7910, 7911
Zinc	1311	3051	6010, 7950, 7951

#### Toxicity Characteristic Volatile Organics

Benzene	1311	5030/5035	8260
Carbon Tetrachloride	1311	5030/5035	8260
Chlorobenzene	1311	5030/5035	8260
Chloroform	1311	5030/5035	8260
1,2-Dichloroethane	1311	5030/5035	8260
1,1-Dichloroethene	1311	5030/5035	8260
Methyl Ethyl Ketone	1311	5030/5035	8260
Tetrachloroethene	1311	5030/5035	8260
Trichloroethene	1311	5030/5035	8260
Vinyl Chloride	1311	5030/5035	8260

#### Volatile Organics

Acetone	1311	5030/5035	8260
Chloroethane	1311	5030/5035	8260
Chloromethane	1311	5030/5035	8260
bis(Chloroethyl)ether	1311	5030/5035	8260
1,2-Dibromoethane (Ethylene Dibromide)	1311	5030/5035	8260
Dibromomethane	1311	5030/5035	8260
1,1-Dichloroethane	1311	5030/5035	8260
cis-1,2-Dichloroethene	1311	5030/5035	8260
trans-1,2-Dichloroethene	1311	5030/5035	8260
cis-1,3-Dichloropropene	1311	5030/5035	8260
Ethylbenzene	1311	5030/5035	8260
2-Hexanone	1311	5030/5035	8260
Isopropylbenzene (Cumene)	1311	5030/5035	8260
Methylene chloride	1311	5030/5035	8260
4-Methyl-2-pentanone	1311	5030/5035	8260

Table R-3  
Waste Analysis Methods  
Royal Oak Residual Landfill

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Parameter	Leaching Procedures	Digestion/Extraction Procedures	Determinative Procedures
Methyl-tert-butyl ether (MTBE)	1311	5030/5035	8260
Styrene	1311	5030/5035	8260
Tetrachloroethane	1311	5030/5035	8260
Tetrahydrofuran	1311	5030/5035	8260
Toluene	1311	5030/5035	8260
1,1,1-Trichloroethane	1311	5030/5035	8260
1,2,3-Trichloropropane	1311	5030/5035	8260
Xylenes	1311	5030/5035	8260

#### Toxicity Characteristic Semivolatile Organics

Cresol	1311	3540/3541	8270
o-Cresol	1311	3540/3541	8270
m-Cresol	1311	3540/3541	8270
p-Cresol	1311	3540/3541	8270
1,4-Dichlorobenzene	1311	3540/3541	8270
2,4-Dinitrotoluene	1311	3540/3541	8270
Hexachlorobenzene	1311	3540/3541	8270
Hexachlorobutadiene	1311	3540/3541	8270
Hexachloroethane	1311	3540/3541	8270
Nitrobenzene	1311	3540/3541	8270
Pentachlorophenol	1311	3540/3541	8270
Pyridine	1311	3540/3541	8270
2,4,5-Trichlorophenol	1311	3540/3541	8270
2,4,6-Trichlorophenol	1311	3540/3541	8270

#### Semivolatile Organics

Acenaphthene	1311	3540/3541	8270
Anthracene	1311	3540/3541	8270
Benzo (a) anthracene	1311	3540/3541	8270
Benzo (a) pyrene	1311	3540/3541	8270
Benzo (b) fluoranthene	1311	3540/3541	8270
Benzo (g,h,i) perylene	1311	3540/3541	8270

Table R-3  
Waste Analysis Methods  
Royal Oak Residual Landfill

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Parameter	Leaching Procedures	Digestion/Extraction Procedures	Determinative Procedures
Butylbenzyl phthalate	1311	3540/3541	8270
2-Chloronaphthalene	1311	3540/3541	8270
Chrysene	1311	3540/3541	8270
Diethyl phthalate	1311	3540/3541	8270
Dimethyl phthalate	1311	3540/3541	8270
Ethylene glycol	1311	3540/3541	8270
bis (2-Ethylhexyl) phthalate	1311	3540/3541	8270
Fluoranthene	1311	3540/3541	8270
Indeno (1,2,3-cd) pyrene	1311	3540/3541	8270
Isophorone	1311	3540/3541	8270
Naphthalene	1311	3540/3541	8270
di-n-Octyl phthalate	1311	3540/3541	8270
Phenanthrene	1311	3540/3541	8270
Phenol	1311	3540/3541	8270
Pyrene	1311	3540/3541	8270

#### Toxicity Characteristic Pesticide Organics

Chlordane	1311	3540/3541	8081
2,4-D	1311	3540/3541	8151/555
Endrin	1311	3540/3541	8081
Heptachlor and its Epoxide	1311	3540/3541	8081
Lindane	1311	3540/3541	8081
Methoxychlor	1311	3540/3541	8081
Toxaphene	1311	3540/3541	8081
2,4,5-TP (Silvex)	1311	3540/3541	8151/555

#### Pesticide Organics

4,4'-DDT	1311	3540/3541	8081
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#### Water Leaching Tests

Ammonia-Nitrogen	ASTM D3987-85		350, 4500
Chlorides	ASTM D3987-85		9056, 9250, 9251

Table R-3  
Waste Analysis Methods  
Royal Oak Residual Landfill

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Parameter	Leaching Procedures	Digestion/Extraction Procedures	Determinative Procedures
COD	ASTM D3987-85		410, 5220
Cyanides	ASTM D3987-85		9010, 9012
Fluoride	ASTM D3987-85		340, 9056
Nitrate	ASTM D3987-85		352, 9056
Nitrite	ASTM D3987-85		354, 4500, 9056
Organic Halogen (TOX)	ASTM D3987-85		9020, 9022, 9023
pH	ASTM D3987-85		9040, 9045
Solids, Dissolved (TDS)	ASTM D3987-85		SM 2540
Sulfate	ASTM D3987-85		9035, 9036, 9038, 9056

**Total Analyses**

Cyanides			9010, 9012
Metals		3051	200, 6000, 7000
Oil and Grease		1664	1664
Organic Halogen (TOX)		3540, 3550	9020, 9022, 9077
PCBs		3540, 3541	8082
Pesticides		3540, 3541	8081, 8151
Petroleum Hydrocarbons (TPH)		3560, API/Gas/Diesel/ PHC, NY DOH 310-13	8440, API/Gas/Diesel/ PHC, NY DOH 310-13
Semi-Volatiles		3540, 3541	8270
Solids (%)			209, 2540
Sulfides			427, 9030, 9031
Volatiles		5035	8015, 8021, 8260
Volatile Solids			209, 2540

**Note:** This is a collection of currently acceptable methods, and not a complete listing.  
DEP or EPA may remove, replace, or update methods over time.  
The most recently promulgated test method updates shall be used.

**Table R-4A**  
**Waste Acceptance Criteria**

**ROYAL OAK RESIDUAL LANDFILL**

<b>Parameter</b>	<b>Toxicity Limits (mg/L, unless noted)</b>	<b>Liner Compatibility Limits (mg/L, unless noted)</b>	<b>Leachate Treatability Limits (mg/L)</b>
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**Waste Characteristics**

Corrosivity	2 < pH < 12.5		
Free Liquids	No Free Liquids		
Ignitability	Non-Ignitable Non-Oxidizer		
Reactivity • Sulfide • Cyanide	500 mgH <sub>2</sub> S/kg 250 mgHCN/kg		

**Toxicity Characteristic Inorganics**

Arsenic	<5.00	15.00 <sup>1</sup>	0.50
Barium	<100.00	120.00	0.85
Cadmium	<1.00	540.00 <sup>2</sup>	0.05
Chromium	<5.00	11.00	1.25
Lead	<5.00	3.00	0.36
Mercury	<0.20	540.00 <sup>3</sup>	
Selenium	<1.00	15.00 <sup>4</sup>	0.75
Silver	<5.00	12.00 <sup>5</sup>	0.10

**Inorganics**

Aluminum		540.00 <sup>6</sup>	2.75
Antimony		15.00	4.50
Beryllium		120.00 <sup>7</sup>	0.05
Boron		540.00 <sup>8</sup>	4.50
Cobalt		25.00 <sup>9</sup>	0.50
Copper		12.00	0.50
Iron		3,600.00	227.00
Manganese		120.00	10.00
Molybdenum		3.00	
Nickel		25.00	1.50
Thallium		3.00 <sup>10</sup>	1.00

Parameter	Toxicity Limits (mg/L, unless noted)	Liner Compatibility Limits (mg/L, unless noted)	Leachate Treatability Limits (mg/L)
Tin		3.00 <sup>11</sup>	8.00
Titanium		11.00 <sup>12</sup>	
Vanadium		11.00 <sup>13</sup>	0.09
Zinc		540.00	10.00

**Toxicity Characteristic Volatile Organics**

Benzene	<0.50	0.78	1.00
Carbon Tetrachloride	<0.50	0.40	
Chlorobenzene	<100.00	18.00	1.00
Chloroform	<6.00	6.90	0.20
1,2-Dichloroethane	<0.50	16.00	1.80
1,1-Dichloroethene	<0.70	16.00 <sup>14</sup>	
Methyl Ethyl Ketone	<200.00	13.00	4.20
Tetrachloroethene	<0.70	0.55	
Trichloroethene	<0.50	0.70	
Vinyl Chloride	<0.20	16.00 <sup>15</sup>	

**Volatile Organics**

Acetone		14.00	2.18
Chloroethane		0.98	
Chloromethane		0.12	2.00
bis (Chloroethyl) ether		0.045 <sup>16</sup>	0.30
1,2-Dibromoethane (Ethylene dibromide)		16.00 <sup>17</sup>	1.80 <sup>18</sup>
Dibromomethane		14.00 <sup>19</sup>	0.20
1,1-Dichloroethane		10.40	1.80
cis-1,2-Dichloroethene		0.36	0.60 <sup>20</sup>
trans-1,2-Dichloroethene		0.68	0.60
cis-1,3-Dichloropropene		16.00 <sup>21</sup>	
Ethylbenzene		2.50	
2-Hexanone		13.00 <sup>22</sup>	0.30
Isopropylbenzene (Cumene)		2.50 <sup>23</sup>	
Methylene chloride		14.00	2.00

Parameter	Toxicity Limits (mg/L, unless noted)	Liner Compatibility Limits (mg/L, unless noted)	Leachate Treatability Limits (mg/L)
4-Methyl-2-pentanone		13.00 <sup>24</sup>	0.30
Methyl-tert-butyl ether (MTBE)		13.00 <sup>25</sup>	4.20 <sup>26</sup>
Styrene		0.16	
Tetrachloroethane		0.50	
Tetrahydrofuran		0.080 <sup>27</sup>	0.50
Toluene		15.00	1.00
1,1,1-Trichloroethane		1.28	2.00
1,2,3-Trichloropropane		1.20 <sup>28</sup>	2.00
Xylenes		0.26	0.20

**Toxicity Characteristic Semivolatile Organics**

Cresol	<200.00	0.68	
o-Cresol	<200.00	0.68	
m-Cresol	<200.00	0.68	
p-Cresol	<200.00	0.68	1.00
1,4-Dichlorobenzene	<7.50	0.80	
2,4-Dinitrotoluene	<0.13	0.08	
Hexachlorobenzene	<0.13	0.20	
Hexachlorobutadiene	<0.50	0.42	
Hexachloroethane	<3.00	0.60	
Nitrobenzene	<2.00	0.56	
Pentachlorophenol	<100.00	0.40	
Pyridine	<5.00	0.64	
2,4,5-Trichlorophenol	<400.00	0.30	
2,4,6-Trichlorophenol	<2.00	0.30	

**Semivolatile Organics**

Acenaphthene		0.11	
Anthracene		0.05	
Benzo (a) anthracene		0.03	
Benzo (a) pyrene		0.05	
Benzo (b) fluoranthene		0.03	

Parameter	Toxicity Limits (mg/L, unless noted)	Liner Compatibility Limits (mg/L, unless noted)	Leachate Treatability Limits (mg/L)
Benzo (g,h,i) perylene		0.05 <sup>29</sup>	
Butylbenzyl phthalate		0.23	0.20
2-Chloronaphthalene		0.06	
Chrysene		0.04	
Diethyl phthalate		0.35	0.50
Dimethyl phthalate		0.06	
Ethylene glycol		400.00 <sup>30</sup>	
bis (2-Ethylhexyl) phthalate		0.89	
Fluoranthene		0.05	
Indeno (1,2,3-cd) pyrene		0.03 <sup>31</sup>	
Isophorone		5.00	1.00
Naphthalene		0.28	
di-n-Octyl phthalate		0.35 <sup>32</sup>	
Phenanthrene		0.06	
Phenol		14.00	1.00
Pyrene		0.05 <sup>33</sup>	

**Toxicity Characteristic Pesticide Organics**

Chlordane	<0.03	0.01	
2,4-D	<10.00	0.01 <sup>34</sup>	
Endrin	<0.02	0.01	
Heptachlor and its Epoxide	<0.008	0.05	
Lindane	<0.40	0.01	0.20
Methoxychlor	<10.00	0.05 <sup>35</sup>	
Toxaphene	<0.50	0.05	
2,4,5-TP (Silvex)	<1.00	0.01	

**Pesticide Organics**

4,4'-DDT		0.01	0.20
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**Water Leaching Tests**

Ammonia-Nitrogen		700.00	100.00
Chlorides		7,500.00	



Parameter	Toxicity Limits (mg/L, unless noted)	Liner Compatibility Limits (mg/L, unless noted)	Leachate Treatability Limits (mg/L)
COD			2,000.00
Cyanides			0.40
Fluoride		460.00	
Nitrate		1.00	
Nitrite		1.00	
Oil and Grease		400.00 <sup>36</sup>	400.00
Organic Halogen (TOX)			
Petroleum Hydrocarbons (TPH)		135.00 <sup>37</sup>	400.00 <sup>38</sup>
pH		7.50	
Solids, Dissolved (TDS)			
Sulfate		2,400.00	

**Total Analyses**

Cyanides			
Oil and Grease		120,000.00 mg/kg	
PCBs	< 50.00 mg/kg		
Petroleum Hydrocarbons (TPH)		120,000.00 mg/kg	
Solids (%)			
Sulfides			
Volatile Solids (TVS)			

<sup>1</sup> Liner compatibility value for arsenic is based on antimony.

<sup>2</sup> Liner compatibility value for cadmium is based on zinc.

<sup>3</sup> Liner compatibility value for mercury is based on zinc.

<sup>4</sup> Liner compatibility value for selenium is based on antimony.

<sup>5</sup> Liner compatibility value for silver is based on copper.

<sup>6</sup> Liner compatibility value for aluminum is based on zinc.

<sup>7</sup> Liner compatibility value for beryllium is based on barium.

<sup>8</sup> Liner compatibility value for boron is based on zinc.

<sup>9</sup> Liner compatibility value for cobalt is based on nickel.

<sup>10</sup> Liner compatibility value for thallium is based on lead.

<sup>11</sup> Liner compatibility value for tin is based on lead.

<sup>12</sup> Liner compatibility value for titanium is based on chromium.

<sup>13</sup> Liner compatibility value for vanadium is based on chromium.

<sup>14</sup> Liner compatibility value for 1,1-dichloroethene is based on 1,2-dichloroethane.

<sup>15</sup> Liner compatibility value for vinyl chloride is based on 1,2-dichloroethane.

<sup>16</sup> Liner compatibility value for bis(Chloroethyl)ether is based on bis(2-chloroisopropyl)ether.

<sup>17</sup> Liner compatibility value for 1,2-dibromoethane is based on 1,2-dichloroethane.

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- <sup>18</sup> Leachate treatability value for 1,2-dibromoethane is based on 1,2-dichloroethane.
- <sup>19</sup> Liner compatibility value for dibromomethane is based on methylene chloride.
- <sup>20</sup> Leachate treatment value for cis-1,2-Dichloroethene is based on trans-1,2-Dichloroethene.
- <sup>21</sup> Liner compatibility value for cis-1,3-dichloropropene is based on 1,2-dichloroethane.
- <sup>22</sup> Liner compatibility value for 2-hexanone is based on MEK.
- <sup>23</sup> Liner compatibility value for Cumene is based on Ethylbenzene.
- <sup>24</sup> Liner compatibility value for 4-methyl-2-pentanone is based on MEK.
- <sup>25</sup> Liner compatibility value for MTBE is based on MEK.
- <sup>26</sup> Leachate treatability value for MTBE is based on MEK.
- <sup>27</sup> Liner compatibility value for Tetrahydrofuran is based on Ethyl ether.
- <sup>28</sup> Liner compatibility value for 1,2,3-Trichloropropane is based on Dichloropropane.
- <sup>29</sup> Liner compatibility value for benzo (g,h,i) perylene is based on benzo (a) pyrene.
- <sup>30</sup> Liner compatibility value for ethylene glycol is based on Oil & Grease.
- <sup>31</sup> Liner compatibility value for indeno (1,2,3-cd) pyrene is based on benzo (b) fluoranthene.
- <sup>32</sup> Liner compatibility value for di-n-Octyl phthalate is based on Diethyl phthalate.
- <sup>33</sup> Liner compatibility value for pyrene is based on benzo (a) pyrene.
- <sup>34</sup> Liner compatibility value for 2,4-D is based on 2,4,5-TP LOQ.
- <sup>35</sup> Liner compatibility value for methoxychlor is based on heptachlor LOQ.
- <sup>36</sup> Exceeds solubility limit of BTEX in water. Therefore, regulate Oil & Grease by total analysis.
- <sup>37</sup> Approximate solubility limit of BTEX in water. Applying a DAF results in a limit that well exceeds the solubility limit of BTEX in water, therefore regulate TPH by total analysis.
- <sup>38</sup> Exceeds known solubility of hydrocarbons in water.

**Table R-4  
Waste Acceptance Criteria**

**ROYAL OAK RESIDUAL LANDFILL**

Parameter	Warning Limits (mg/L, unless noted)	Acceptable Limits (mg/L, unless noted)	Basis
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**Waste Characteristics**

Corrosivity	pH < 3 or pH > 11.5	2 < pH < 12.5	1,2
Free Liquids		No Free Liquids	1
Ignitability		Non-Ignitable	1,2
		Non-Oxidizer	1,2
Reactivity			
• Sulfide	400 mgH <sub>2</sub> S/kg	500 mgH <sub>2</sub> S/kg	1,2,5
• Cyanide	200 mgHCN/kg	250 mgHCN/kg	1,2,5

**Toxicity Characteristic Inorganics**

Arsenic	4.00	<5.00	2
Barium	34.00	42.50	4
Cadmium	0.80	<1.00	2
Chromium	4.00	<5.00	2
Lead	4.00	<5.00	2
Mercury	0.16	<0.20	2
Selenium	0.80	<1.00	2
Silver	4.00	<5.00	2

**Inorganics**

Aluminum	110.00	137.50	4
Antimony	180.00	225.00	4
Beryllium	2.00	2.50	4
Boron	180.00	225.00	4
Cobalt	20.00	25.00	4
Copper	20.00	25.00	4
Iron	9080.00	11,350.00	4
Manganese	400.00	500.00	4
Molybdenum			
Nickel	60.00	75.00	4
Thallium	40.00	50.00	4
Tin	320.00	400.00	4
Titanium			

Parameter	Warning Limits (mg/L, unless noted)	Acceptable Limits (mg/L, unless noted)	Basis
Vanadium	3.60	4.50	4
Zinc	400.00	500.00	4

**Toxicity Characteristic Volatile Organics**

Benzene	0.40	<0.50	2
Carbon Tetrachloride	0.40	<0.50	2
Chlorobenzene	40.00	50.00	4
Chloroform	4.80	<6.00	2
1,2-Dichloroethane	0.40	<0.50	2
1,1-Dichloroethene	0.56	<0.70	2
Methyl Ethyl Ketone	160.00	<200.00	2
Tetrachloroethene	0.56	<0.70	2
Trichloroethene	0.40	<0.50	2
Vinyl Chloride	0.16	<0.20	2

**Volatile Organics**

Acetone	87.20	109.00	4
Chloroethane	39.20	49.00	3
Chloromethane	4.80	6.00	3
bis (Chloroethyl) ether	1.80	2.25	3
1,2-Dibromoethane (Ethylene dibromide)	72.00	90.00	4
Dibromomethane	8.00	10.00	4
1,1-Dichloroethane	72.00	90.00	4
cis-1,2-Dichloroethene	14.40	18.00	3
trans-1,2-Dichloroethene	24.00	30.00	4
cis-1,3-Dichloropropene	640.00	800.00	3
Ethylbenzene	100.00	125.00	3
2-Hexanone	12.00	15.00	4
Isopropylbenzene (Cumene)	100.00	125.00	3
Methylene chloride	80.00	100.00	4
4-Methyl-2-pentanone	12.00	15.00	4
Methyl-tert-butyl ether (MTBE)	168.00	210.00	4
Styrene	6.40	8.00	3
Tetrachloroethane	20.00	25.00	3

Parameter	Warning Limits (mg/L, unless noted)	Acceptable Limits (mg/L, unless noted)	Basis
Tetrahydrofuran	3.20	4.00	3
Toluene	40.00	50.00	4
1,1,1-Trichloroethane	51.20	64.00	3
1,2,3-Trichloropropane	48.00	60.00	3
Xylenes	8.00	10.00	4

**Toxicity Characteristic Semivolatile Organics**

Cresol	27.20	34.00	3
o-Cresol	27.20	34.00	3
m-Cresol	27.20	34.00	3
p-Cresol	27.20	34.00	3
1,4-Dichlorobenzene	6.00	<7.50	2
2,4-Dinitrotoluene	0.10	<0.13	2
Hexachlorobenzene	0.10	<0.13	2
Hexachlorobutadiene	0.40	<0.50	2
Hexachloroethane	2.40	<3.00	2
Nitrobenzene	1.60	<2.00	2
Pentachlorophenol	16.00	20.00	3
Pyridine	4.00	<5.00	2
2,4,5-Trichlorophenol	12.00	15.00	3
2,4,6-Trichlorophenol	1.60	<2.00	2

**Semivolatile Organics**

Acenaphthene	4.40	5.50	3
Anthracene	2.00	2.50	3
Benzo (a) anthracene	1.20	1.50	3
Benzo (a) pyrene	2.00	2.50	3
Benzo (b) fluoranthene	1.20	1.50	3
Benzo (g,h,i) perylene	2.00	2.50	3
Butylbenzyl Phthalate	8.00	10.00	4
2-Chloronaphthalene	2.40	3.00	3
Chrysene	1.60	2.00	3
Diethyl phthalate	14.00	17.50	3
Dimethyl phthalate	2.40	3.00	3
Ethylene glycol	16,000.00	20,000.00	3

Parameter	Warning Limits (mg/L, unless noted)	Acceptable Limits (mg/L, unless noted)	Basis
bis (2-Ethylhexyl) phthalate	35.60	44.50	3
Fluoranthene	2.00	2.50	3
Indeno (1,2,3-cd) pyrene	1.20	1.50	3
Isophorone	40.00	50.00	4
Naphthalene	11.20	14.00	3
di-n-Octyl Phthalate	14.00	17.50	3
Phenanthrene	2.40	3.00	3
Phenol	40.00	50.00	4
Pyrene	2.00	2.50	3

**Toxicity Characteristic Pesticide Organics**

Chlordane	0.02	<0.03	2
2,4-D	0.40	0.50	3
Endrin	0.01	<0.02	2
Heptachlor and its Epoxide	0.006	<0.008	2
Lindane	0.32	<0.40	2
Methoxychlor	2.00	2.50	3
Toxaphene	0.40	<0.50	2
2,4,5-TP (Silvex)	0.40	0.50	3

**Pesticide Organics**

4,4'-DDT	0.40	0.50	3
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**Water Leaching Tests**

Ammonia-Nitrogen	4,000.00	5,000.00	4
Chlorides			
COD	80,000.00	100,000.00	4
Cyanides	16.00	20.00	4
Fluoride			
Nitrate			
Nitrite			
Oil and Grease			
Organic Halogen (TOX) <sup>1</sup>	> 50.00 mg/L		
Petroleum Hydrocarbons (TPH)			
pH	pH < 3 or pH > 11.5	2 < pH < 12.5	1,2
Solids, Dissolved (TDS)			

Parameter	Warning Limits (mg/L, unless noted)	Acceptable Limits (mg/L, unless noted)	Basis
Sulfate			

### Total Analyses

Cyanides <sup>2</sup>	> 50.00 mg/kg		
Metals <sup>3</sup>	20 x 80% "trigger" values		
Oil and Grease <sup>4</sup>	96,000.00 mg/kg	120,000.00 mg/kg	3
Organic Halogen (TOX) <sup>5</sup>	> 50.00 mg/kg		
PCBs	40.00 mg/kg	< 50.00 mg/kg	1,2
Pesticides <sup>6</sup>	20 x 80% "trigger" values		
Petroleum Hydrocarbons(TPH) <sup>7,8</sup>	96,000.00 mg/kg	120,000.00 mg/kg	3
Semi-Volatiles <sup>9</sup>	20 x 80% "trigger" values		
Solids (%)			
Sulfides <sup>10</sup>	> 100.00 mg/Kg		
Volatiles <sup>11</sup>	20 x 80% "trigger" values		
Volatile Solids (TVS)			

### Basis:

1. Regulatory Requirements.
2. Toxicity Limit.
3. Liner Compatibility Limit x (Dilution Attenuation Factor of 50).
4. (Leachate Treatability Limit) x (Dilution Attenuation Factor of 50).
5. Safety Limits, found in SW-846 analytical methods

<sup>1</sup> Exceeding 50 mg/L TOX on any waste shall "trigger" organic scans. See Attachment I, Table 3 and use the same organic scan requirements as indicated in Table 3 for contaminated soil acceptance.

<sup>2</sup> Exceeding 50 mg/kg total CN on any waste shall "trigger" reactive cyanide testing.

<sup>3</sup> "Triggering" for any waste requires leaching of the eight RCRA metals. Additional metals should be extracted dependent on suspected contaminant.

<sup>4</sup> Exceeding 120,000 mg/kg Oil & Grease on any waste requires TPH analysis. See Attachment I, Table 3.

<sup>5</sup> Exceeding 50 mg/kg TOX on any waste shall "trigger" organic scans. See Attachment I, Table 3 and use the same organic scan requirements as indicated in Table 3 for contaminated soil acceptance.

<sup>6</sup> "Triggering" for any waste requires leachable pesticide testing.

<sup>7</sup> Total TPH exceeding 120,000 mg/kg for any waste will be evaluated on a case-by-case basis and shall "trigger" Ignitability of Solids test (SW846 Method 1030) and analytical scanning for specific petroleum fractions. See Attachment I, Table 3.

<sup>8</sup> Total TPH is to be measured on a dry weight basis.

<sup>9</sup> "Triggering" for any waste requires leachable semi-volatile testing.

<sup>10</sup> Exceeding 100 mg/kg total S on any waste shall "trigger" reactive sulfide testing.

<sup>11</sup> "Triggering" for any waste requires leachable volatile testing.

**Attachment I**  
**CONTAMINATED SOIL**



**Attachment I**  
**Non-hazardous Contaminated Soil**

**ROYAL OAK RESIDUAL LANDFILL**

**Table 1**

**Residual Waste Categories**

413	<b>Asphalt (Bituminous) Contaminated Soil</b>
	Asphalt Wastes
503	<b>Oil Contaminated Waste</b>
	Absorbents from spill clean-up
	Rags and paper from clean-up
	Plastic or Wood materials from clean-up
506	<b>Chemical Contaminated Soils, Non-hazardous Spill Residues</b>
	Food Materials - (Non-hazardous, From Industrial Sources) (Honey, syrup, molasses, milk, vinegar, sugar, flour, vegetable juices and purees, alcoholic and non-alcoholic beverages, etc.)
	Cleaning Compounds - (Non-hazardous, From Industrial Sources) (Soaps and detergents, neutralized caustic solutions for drain opening, disinfectants, etc.)
	Industrial Chemicals - (Non-hazardous) (Bleaches, Dyes, Neutralized Acids, Neutralized Bases, Non-hazardous Metals, Non-hazardous Organics, Antifreeze, etc.)
	Construction Materials - (Non-hazardous) (Cement, Grouts, fly ash (coal derived) and related materials, etc.)
	Other - (Non-hazardous, From Industrial Sources and Excluding ICW and Municipal Ash) (Pharmaceuticals that are not ICW, surface coatings, coal and related treated coal compounds, non-coal derived fly ashes, etc.)
507	<b>Non-virgin Petroleum Contaminated Soil</b>
	Hydraulic Oil (fluid)
	Lubricating Oil and Greases (including non-petroleum based)
	Machine Cutting Oil
	Transformer Oil
	Transmission Oil

**Attachment I**  
**Non-hazardous Contaminated Soil**

**ROYAL OAK RESIDUAL LANDFILL**

**Table 2**

**Waste Sampling/Testing Needs**

<b>RWC</b>	<b>Waste</b>	<b>Sampling<sup>1</sup></b>	<b>Minimum Testing Needed<sup>2</sup></b>
413	Asphalt (Bituminous) Wastes	No	N/A
503	Absorbents	Yes, if > 1,000 lb	TPH, TOX
503	Rags and Paper	Yes, if > 500 lb	TPH, TOX
503	Plastic or Wood	Yes, if > 2 tons or if toxic contaminated	Dependent on Contaminant
506	Food Materials	No	N/A
506	Cleaning Compounds	Yes	pH, TOX, Solvents if indicated
506	Inorganic Compounds	Yes	pH, (Metals or other inorganic parameters as indicated by the contaminant)
506	Antifreeze	Yes	pH, TOX, Ethylene Glycol or total Glycol
506	Paints, Varnishes, Stains	Yes	TOX, appropriate solvents & RCRA Metals
506	Waxes (solid or liquid)	Yes	TPH, TOX
506	Fly Ash (coal derived)	Yes if > 5.0 tons	pH, Metals and TOX
506	Fly Ash (other)	Yes	pH, Metals and TOX
506	Absorbents from spill clean-up	Yes, if > 1000 lbs	TPH, TOX
506	Rags and Paper from clean-up	Yes, if > 500 lbs	TPH, TOX
506	Plastic or Wood materials from clean-up	No, Unless Toxic Contaminated or > 2 tons	Dependent on Contaminant

## Attachment I

Table 2

Non-hazardous Contaminated Soil  
Royal Oak Residual Landfill

page 2

RWC	Waste	Sampling <sup>1</sup>	Minimum Testing Needed <sup>2</sup>
506	Other Non-Solvent Organic Compounds	Yes	pH, TOX, TPH, Vol and/or Semi-Vol as indicated by type of contaminant. If PCB's suspected in soil, test for PCB's instead of TOX)
507	Hydraulic fluid	Yes	pH, TPH, TOX
507	Lubricating Oil & Greases	Yes, if > 2 tons	pH, Lead, TPH, TOX
507	Machine Cutting Oil	Yes	pH, Metals, TPH, TOX
507	Transformer Oil	Yes	pH, TPH, PCBs
507	Transmission Oil	Yes, if > 2 tons	pH, TPH, TOX
507	Mixed or Types Unknown	Yes	pH, Metals, TPH, TOX, PCBs

1. The landfill is reserved the right to require any sampling/testing identified as needed beyond these minimal requirements, to protect the operation, liner system and leachate treatment capacity.
2. Refer to Table 3 for specific parameter "trigger values" for TPH, TOX, total lead and total metals that will require additional leach testing.

**Attachment I**  
**Non-hazardous Contaminated Soil**

**ROYAL OAK RESIDUAL LANDFILL**

**Table 3**

**Additional Testing Required as a Result of "Triggering"**

Parameter	"Trigger Value" <sup>1</sup>	Additional Test Parameters "Triggered"
<b>Total RCRA Metals</b>	<b>RCRA Toxicity Characteristics in mg/L x 20 x 80%</b>	
<b>Ag</b>	80 mg/kg	TCLP leachable Ag
<b>As</b>	80 mg/kg	TCLP leachable As
<b>Ba</b>	1,600 mg/kg	TCLP leachable Ba
<b>Cd</b>	16 mg/kg	TCLP leachable Cd
<b>Cr</b>	80 mg/kg	TCLP leachable Cr
<b>Hg</b>	3.2 mg/kg	TCLP leachable Hg
<b>Pb</b>	80 mg/kg	TCLP leachable Pb
<b>Se</b>	16 mg/kg	TCLP leachable Se
<b>Total Non-RCRA Metals</b>	At discretion of landfill	
<b>Oil &amp; Grease</b>	>120,000 mg/kg	TPH
<b>Total TPH</b>	>120,000 mg/kg <sup>2</sup>	Ignitability of Solids test (SW-846 Method 1030), BTEX, Pb, TOX, and GC Scan for specific petroleum fractions, showing results for all fractions having method standards.
<b>Leachable TPH</b>	-	-
<b>TOX</b>	>50 mg/L leachable or > 50 mg/kg total	TCLP-ZHE Volatile scan (and possibly Semivolatile scan and/or PCB scans, dependent on suspected contaminant)

<sup>1</sup> "Trigger value" refers to the established concentration for a specific parameter, which when exceeded will require the analysis of additional parameters.

<sup>2</sup> To be handled on a case-by-case basis.

## NON-HAZARDOUS WASTE CERTIFICATION

Check (X) all applicable

**Generator:** { F-11, type Company Name }  
**Waste:** { F-11, type Waste Name }  
**Waste Code:** { F-11, type RWC }  
**Disposal Facility:** { F-11, type Disposal Facility }

### 1. Generator Knowledge:

{ Check X here } The generator hereby certifies that the { waste name } is non-hazardous. This certification is based on our knowledge of the production process and review of MSDS's for the raw materials used in the part of our process generating this waste. This certification is limited to the levels of accuracy for any instrumentation used and reporting requirements for MSDS's required of the manufacturers of our raw materials by the State and Federal governments.

### 2. Known Chemical Composition:

{ Check X here } The generator hereby certifies that the { waste name } is non-hazardous. This certification is based on review of pertinent MSDS's, "spec" sheets, and/or testing. The waste is of known composition. TCLP metals, ZHE volatile or semi-volatile organics, herbicides, pesticides, or PCB's are not present from sources, or at levels that would make the above wastestream a listed or characteristic hazardous waste.

**Name of Generator's Certifying Official:** \_\_\_\_\_

**Title of Generator's Certifying Official:** \_\_\_\_\_

**Signature of Generator Official:** \_\_\_\_\_

**Date:**

{ date of signature }

## TESTING REDUCTION/ELIMINATION CERTIFICATION

Check (X) all applicable

**Generator:** { F-11, type Company Name }  
**Waste:** { F-11, type Waste Name }  
**Disposal Facility:** { F-11, type Disposal Facility }

The generator hereby certifies that the Form R chemical parameters, not shown as tested in this application for our above named waste, are being certified in lieu of analysis, on the following bases:

### I. INITIAL WASTESTREAM CHARACTERIZATION:

#### 1. Generator Knowledge:

{ Check X here } The chemicals are not used in our production process. There is no reason to expect presence of these parameters in the waste. This certification is based on our knowledge of the production process and review of MSDS's for the raw materials used in the part of our process generating this waste. This certification is limited to the levels of accuracy for any instrumentation used and reporting requirements for MSDS's required of the manufacturers of our raw materials by the State and Federal governments.

#### 2. Known Chemical Composition:

{ Check X here } The parameters are of known chemical concentrations or are leaching N/D, based on recent chemical analyses performed on { date }. This wastestream is of known composition and remains acceptable for disposal at the above named facility.

### II. APPROVED WASTESTREAM MONITORING:

#### 1. Generator Knowledge. (Pertains to light shaded parameters on Form R, Table R-2):

{ Check X here } The chemicals are not used in our production process. There is no reason to expect presence of these parameters in the waste. This certification is based on our knowledge of the production process and review of MSDS's for the raw materials used in the part of our process generating this waste. This certification is limited to the levels of accuracy for any instrumentation used and reporting requirements for MSDS's required of the manufacturers of our raw materials by the State and Federal governments.

{ Check X here } The chemical parameters have not changed in concentration from the original chemical characterization performed on { date }. We know this because the process by which the above named waste was generated has not changed since the original wastestream chemical characterization.

#### 2. Known Chemical Composition. (Pertains to dark shaded or light shaded parameters on Form R, Table R-2):

{ Check X here } The chemical parameters are of known chemical concentrations or are leaching N/D, based on recent chemical analyses performed on { date }. This wastestream is of known composition and remains acceptable for disposal at the above named facility.

### III. ONCE EVERY THIRD YEAR REANALYSIS TO VERIFY CERTIFICATIONS:

#### 1. Parameters N/D Leaching or Within 30% of Form R Limiting Criteria

{ Check X here } Untested chemical parameters remain within 30% of the named disposal facility's approved Form R limiting criteria and need not undergo reanalysis at this time. We know this because the parameters were certified N/D or tested within 30% of the named disposal facility Form R limiting criteria at the time of last analysis on { date }, and the process generating the waste has not changed since then.

**Name of Generator's Certifying Official:**

**Title of Generator's Certifying Official:**

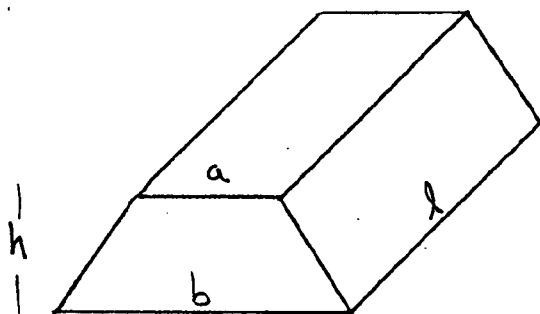
**Signature of Generator Official:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# Estimating Tonnage of Contaminated Soil Piles

3/28/  
DNU

\* see Attachment 1 of Form R permit amendment for Bulk Density.

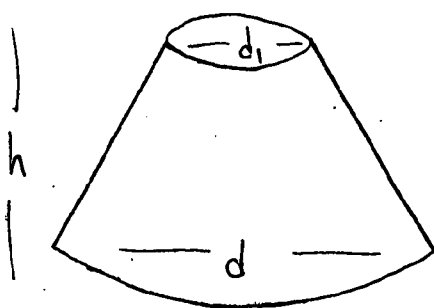


TRAPEZOIDAL

$$V = \frac{1}{2} h (b+a), \text{ in ft}^3$$

$$\frac{\text{Volume, ft}^3}{27 \text{ ft}^3/\text{yd}^3} = \text{yd}^3$$

$$\text{yd}^3 \times \text{Bulk Density}^*, \text{ tons/yd}^3 = \text{ton}$$

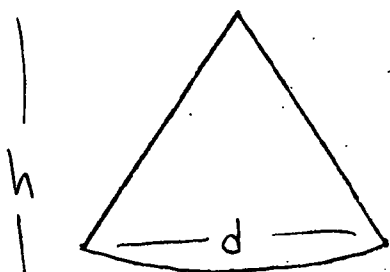


FLATTENED CONICAL

$$V = .262 h (d^2 - d_1^2), \text{ in ft}^3$$

$$\frac{\text{volume, ft}^3}{27 \text{ ft}^3/\text{yd}^3} = \text{yd}^3$$

$$\text{yd}^3 \times \text{BULK DENSITY}^*, \text{ tons/yd}^3 = \text{ton}$$



CONICAL

$$V = .262 h d^2, \text{ in ft}^3$$

$$\frac{\text{volume, ft}^3}{27 \text{ ft}^3/\text{yd}^3} = \text{yd}^3$$

$$\text{yd}^3 \times \text{BULK DENSITY}^*, \text{ tons/yd}^3 = \text{ton}$$

## EXHIBIT 4



e 1716 10 11

ASSIGNMENT

THIS ASSIGNMENT made this <sup>7<sup>th</sup></sup> 11 day of June, 1997, by and between EAGLE ENVIRONMENTAL, L.P., a limited partnership organized under Delaware law, and having its principal place of business at 9 Logan Boulevard, Altoona, Pennsylvania 16602, hereinafter referred to as the ASSIGNOR,

and

EAGLE ENVIRONMENTAL, II, a limited partnership organized under Delaware law, and having its principal place of business at 9 Logan Boulevard, Altoona, Pennsylvania 16602, hereinafter referred to as the ASSIGNEE.

The Assignor hereby transfers and assigns all of its right, title and interest in and to those certain contracts ("the AGREEMENTS") with the Township of Chest, Clearfield County, Pennsylvania, designated as follows:

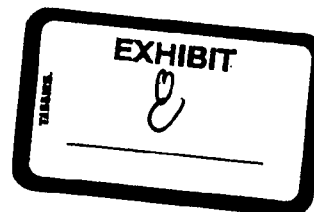
(1) Agreement - Eagle Environmental, L.P.  
with the Chest Township dated June 11, 1994.

(2) Excess Maintenance Agreement - Eagle  
Environmental, L.P. and Chest Township dated  
June 11, 1994.

(3) Addendum to Agreement - Eagle Environmental,  
L.P. and Chest Township dated June 10, 1995.

The AGREEMENTS to which this Assignment apply are attached hereto.

These assignments are made pursuant and in accordance with Paragraph No. 7 of Page 3 of the Addendum to Agreement




between Eagle Environmental, L.P. and Chest Township, referenced above, dated June 10, 1995, which allows the right of assignment by the Assignor.

Eagle Environmental, II hereby accepts the assignment including any executory obligations created by such AGREEMENTS, and agrees to save, indemnify, release and hold harmless the Assignor from any claims, causes of actions, suits or liabilities which may arise because of the aforementioned AGREEMENTS, any obligations resultant from such AGREEMENTS, or any matters which may be asserted by any party because of such AGREEMENTS, including, but not limited to, any averred breach or claim generally.

IN WITNESS WHEREOF, the Assignor has hereunto set its hand and seal the day and year aforesaid, and Eagle Environmental, II has hereunto set its hand and seal acknowledging receipt of the Assignment with both parties intending to be legally bound hereby.

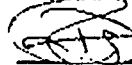
WITNESS:

  
\_\_\_\_\_  
D. GESNER

EAGLE ENVIRONMENTAL, L.P.

By:  (SEAL)  
General Partner

WITNESS:

  
\_\_\_\_\_  
D. GESNER

EAGLE ENVIRONMENTAL, II

By:  (SEAL)  
General Partner

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY

CHEST TOWNSHIP,

Plaintiff

VS.

EAGLE ENVIRONMENTAL, L.P.,

Defendant

)

)

)

) CASE. NO. 02 - 607 - CD

)

)

)

)

)

)

) TYPE OF PLEADING:

) AFFIDAVIT/RETURN OF SERVICE

)

)

)

)

) FILED ON BEHALF OF:

) Chest Township

)

)

)

)

) COUNSEL OF RECORD:

)

) ROBERT P. GING, JR., ESQUIRE

) PA I.D. NO. 25459

)

) 2095 Humbert Road

) Confluence, PA 15424-2371

) (814) 395-3661

**FILED**

JUN 03 2002

ml:ag/noc

William A. Shaw

Prothonotary

*E. Shaw*

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY**

CHEST TOWNSHIP,	)	
	)	
Plaintiff	)	
	)	
	)	CASE. NO. 02 - 607 - CD
VS.	)	
	)	
	)	
EAGLE ENVIRONMENTAL, L.P.,	)	
Defendant	)	

**AFFIDAVIT/RETURN OF SERVICE**

AND NOW comes the Plaintiff, Chest Township by its attorney, Robert P. Ging, Jr. and makes the following Affidavit/Return of Service in the above captioned case.

1. This case was commenced by a Complaint filed with the Court of Common Pleas of Clearfield County on April 17, 2002.

2. On April 18, 2002 the Sheriff of Clearfield County deputized the Sheriff of Blair County to serve the Complaint on Eagle Environmental, L.P. at its last known address, 9 Logan Boulevard, Altoona, Pennsylvania 16602.

3. This case involves a Host Community Agreement between Chest Township and Eagle Environmental, L.P., and according to the Notice section of that agreement all notices were to be directed to 9 Logan Boulevard, Altoona, Pennsylvania 16602.

4. The Sheriff of Blair County was unable to find the Defendant at that address, and made a Return dated May 1, 2002 indicating that the Defendant was out of business.

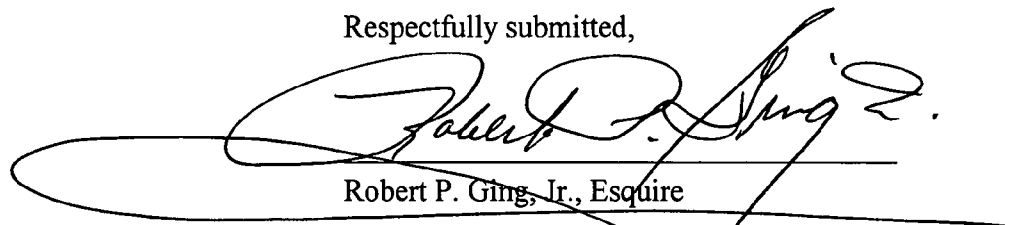
5. Thereafter, on May 7, 2002 service was made on Eagle Environmental, L.P. at its registered office, the Corporation Trust Company, 1209 Orange Street, Wilmington, Delaware 19801 by United States Postal Service Express Mail. The original postal receipt for service on the Defendant at that address is attached hereto as Exhibit 1. On May 8, 2002 the United States Postal Service as evidenced by the postal documents attached hereto as Exhibit 2, made service of the Express Mail Delivery on Heather Meredith, at 1209 Orange Street, the registered address of Eagle Environmental, L.P.

6. Service of process was accomplished and completed on the Defendant pursuant to Rule 403 of the Pennsylvania Rules of Civil Procedure and Rule 404 of the Pennsylvania Rules of Civil Procedure on May 8, 2002.

7. Thereafter, service was again completed by registered mail, return receipt requested on Eagle Environmental, L.P. at its registered headquarters, The Corporation Trust Company, 1209 Orange Street, Wilmington, Delaware 19801, Postal Article No. 7000 – 0600 – 0021 – 3759 – 7197 on May 15, 2002. The original postal receipt evidencing delivery on May 15, 2002 is attached hereto as Exhibit 3.

WHEREFORE, I make this Affidavit based on personal knowledge.

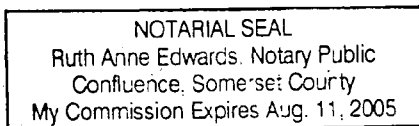
Respectfully submitted,

  
Robert P. Ging, Jr., Esquire

Sworn to and subscribed before me, Ruth Anne Edwards this 30th day of May, 2002 personally appeared Robert P. Ging, Jr., known to me to be the person whose name

subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

**In Witness Whereof**, I hereunto set me hand and official seal.



My commission expires 8/11/05



Handwritten signature of Ruth Anne Edwards in cursive script.

Notary

# **EXHIBIT 1**

**POST OFFICE  
TO ADDRESSEE**



**ORIGIN (POSTAL USE ONLY)**

PO ZIP Code <i>15024</i>	Day of Delivery Next <input checked="" type="checkbox"/> Second <input type="checkbox"/>	Flat Rate Envelope <input type="checkbox"/>	
Date <i>05/07/00</i>	Time In <i>1:00 PM</i>	Postage <i>\$ 14.25</i>	Return Receipt Fee <input type="checkbox"/>
Weight <i>1 lb. 14 oz.</i>	Int'l Alpha Country Code	COD Fee	Insurance Fee
No Delivery Weekend <input type="checkbox"/> Holiday <input type="checkbox"/>	Acceptance Clerk Initials <i>[Signature]</i>	Total Postage & Fees <i>\$ 14.25</i>	

**SEE REVERSE SIDE FOR  
SERVICE GUARANTEE AND  
INSURANCE COVERAGE LIMITS**

**Customer Copy**  
Label 11-B May 2000

**CUSTOMER USE ONLY**

<b>METHOD OF PAYMENT</b> Express Mail Corporate Acct. No. _____ Federal Agency Acct. No. or Postal Service Acct. No. _____		<input checked="" type="checkbox"/> <b>WAIVER OF SIGNATURE</b> <small>(Signature required for delivery to addressee without return receipt. Signature of addressee or authorized agent must be obtained for delivery to addressee without return receipt.)</small> <input type="checkbox"/> <b>NO DELIVERY</b> <input type="checkbox"/> Weekend <input type="checkbox"/> Holiday	
<b>FROM: (PLEASE PRINT)</b> _____ PHONE ( ) _____  <b>FRANK P GILG JR. PRESIDENT</b> <b>2005 WILSON BLVD</b> <b>CHESAPEAKE VA 23024-2371</b>		<b>TO: (PLEASE PRINT)</b> _____ PHONE ( ) _____  <b>FRANK P GILG JR. PRESIDENT</b> <b>c/o THE CHESAPEAKE TIMES GAZETTE</b> <b>1200 CHESAPEAKE BLVD</b> <b>CHESAPEAKE VA 23024</b>	

FOR PICKUP OR TRACKING CALL 1-800-222-1811

www.usps.com



*Chesapeake  
Delivered*

*delivered 5/8/00 11:44 am*



**Service Guarantee:** *Express Mail International mailings are not covered by this service agreement. Military shipments delayed due to Customs inspections are also excluded.* If the shipment is mailed at a designated USPS Express Mail facility on or before the specified deposit time for overnight delivery to the addressee, delivery to the addressee or agent will be attempted before the guaranteed time the next delivery day. Signature of the addressee, addressee's agent, or delivery employee is required upon delivery. If a delivery attempt is not made by the guaranteed time and the mailer files a claim for a refund, the USPS will refund the postage, unless: 1) delivery was attempted but could not be made, or the article was available for pickup at destination, 2) this shipment was delayed by strike or work stoppage, or 3) detention was made for a law enforcement purpose.

A notice is left for the addressee when an item cannot be delivered on a first attempt. If the item cannot be delivered on the second attempt and is not claimed by the addressee within five days of the second attempt, it will be returned to sender at no additional postage.

Please consult your local Express Mail directory for noon and 3:00 p.m. delivery areas and for information on International and Military Express Mail services. See the *Domestic Mail Manual* for details.

**Insurance Coverage:** Insurance is provided only in accordance with postal regulations in the *Domestic Mail Manual* (DMM) and, for international shipments, the *International Mail Manual* (IMM). The DMM and IMM set forth the specific types of losses that are covered, the limitations on coverage, terms of insurance, conditions of payment, and adjudication procedures. Copies of the DMM and IMM are available for inspection at any post office. If copies are not available and information on Express Mail insurance is requested, please contact postmaster prior to mailing. The DMM and the IMM consist of federal regulations, and USPS personnel are NOT authorized to change or waive these regulations or grant exceptions. Limitations prescribed in the DMM and IMM provide, in part, that:

- The contents of Express Mail shipments defined by postal regulations as merchandise are insured against loss, damage, or rifling. Coverage up to \$500 per shipment is included at no additional charge. Additional merchandise insurance up to \$5,000 per shipment may be purchased for an additional fee; however, additional insurance is void if waiver of the addressee's signature is requested.
- Coverage extends to the actual value of the contents at the time of mailing or the cost of repairs, not to exceed the limit fixed for the insurance coverage obtained.
- Items defined by postal regulations as "negotiable items" (items that can be converted to cash without resort to forgery), currency, or bullion are insured up to a maximum of \$15 per shipment.
- For International Express Mail shipments, insurance coverage may vary by country and may not be available to some countries. There is no indemnity for items containing coins, banknotes, currency notes (paper money); securities of any kind payable to the bearer; traveler's checks, platinum, gold, and silver (manufactured or not); precious stones, jewelry, and other valuable or prohibited articles.
- Items defined by Postal indemnity regulations as nonnegotiable documents are insured against loss, damage, or rifling up to \$500 per shipment for document reconstruction, subject to additional limitations for multiple pieces lost or damaged in a single catastrophic occurrence. Document reconstruction insurance provides reimbursement for the reasonable costs incurred in reconstructing duplicates of negotiable documents mailed. Document reconstruction insurance coverage above \$500 per shipment is NOT available, and attempts to purchase additional document insurance are void.
- No coverage is provided for consequential losses due to loss, damage, or delay of Express Mail, or for concealed damage, spoilage of perishable items, and articles improperly packaged or too fragile to withstand normal handling in the mail.

**COVERAGE, TERMS, AND LIMITATIONS ARE SUBJECT TO CHANGE.** Please Consult *Domestic Mail Manual* and *International Mail Manual* for additional limitations and terms of coverage.

**Claims:** Original customer receipt of the Express Mail label must be presented when filing an indemnity claim and/or for a postage refund.

1. All claims for delay, loss, damage, or rifling must be made within 90 days of the date of mailing; for international, call 1-800-222-1811.
2. Claim forms may be obtained and filed at any post office.
3. To file a claim for damage, the article, container, and packaging must be presented to the USPS for inspection. To file a claim for loss of contents, the container and packaging must be presented to the USPS for inspection. **PLEASE DO NOT REMAIL.**

**THANK YOU FOR CHOOSING EXPRESS MAIL.**

# **EXHIBIT 2**

MAY 17 2002

Is your RETURN ADDRESS completed on the reverse side?

**SENDER:**

- Complete items 1 and 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

1. ☐ Addressee's Address
2. ☐ Restricted Delivery

Consult postmaster for fee.

**3. Article Addressed to:**

EAGLE ENVIRONMENTAL LP  
c/o THE COPROATION TRUST CO  
1209 ORANGE STREET  
WILMINGTON DE 19801

**4a. Article Number**

7000 0600 0021 3759 7197

**4b. Service Type**

- ☐ Registered ☒ Certified  
☐ Express Mail ☐ Insured  
☒ Return Receipt for Merchandise ☐ COD

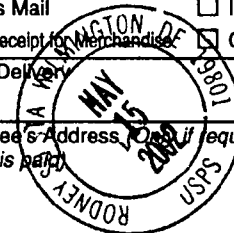
**7. Date of Delivery**

**8. Addressee's Address** (Only if requested and fee is paid)

**5. Received By: (Print Name)**

**6. Signature: (Addressee or Agent)**

X



Thank you for using Return Receipt Service.

UNITED STATES POSTAL SERVICE



First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

• Print your name, address, and ZIP Code in this box •

LAW OFFICE OF  
ROBERT P. GING, JR., P.C.  
COUNSELOR AND ATTORNEY AT LAW  
2095 HUMBERT ROAD  
CONFLUENCE, PA 15424-2371

03



# **EXHIBIT 3**

MAY 16 2002

**UNITED STATES  
POSTAL SERVICE™**

Date: 05/13/2002

Fax Transmission To: C ZEMKO

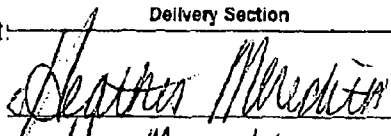
Fax Number: 412-359-7872

Dear C ZEMKO:

The following is in response to your 05/13/2002 request for delivery information on your Express Mail item number EF075042993US. The delivery record shows that this item was delivered on 05/08/2002 at 11:49 AM in WILMINGTON, DE 19801 to H MEREDITH. The scanned image of the recipient information is provided below.

Signature of Recipient:

Delivery Section

  
H. Meredith

Address of Recipient:

1209 Orange st. (19801)

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local Post Office or postal representative.

Sincerely,

United States Postal Service



Track/Confirm - Intranet Item Inquiry  
Item Number: EF07 5042 993U S

This item was delivered on 05/08/2002 at 11:49.

	Delivery Section
Signature:	<i>Deborah Mendith</i> <i>H. Mendith</i>
Address:	<i>1209 Orange St. (19801)</i>

Enter Request Type and Item Number:	
Quick Search <input checked="" type="radio"/>	Extensive Search <input type="radio"/>
<a href="#">Explanation of Quick and Extensive Searches</a>	
Item Number:	<input type="text"/>
	<input type="button" value="Submit"/>

Inquire on multiple items.

Go to the Product Tracking System Home Page.

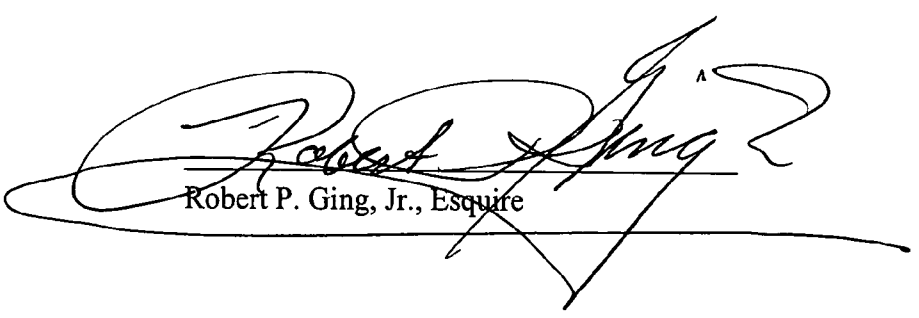
## CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Affidavit/Return of Service was served on the following party on this date at its respective address via U.S. First Class, Certified, Return Receipt, Postage Pre-Paid Mail.

Eagle Environmental, L.P.  
c/o The Corporation Trust Company  
1209 Orange Street  
Wilmington, DE 19801

DATED: May 30, 2002

Respectfully submitted,

  
Robert P. Ging, Jr., Esquire



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY

CHEST TOWNSHIP,

Plaintiff

VS.

EAGLE ENVIRONMENTAL, L.P.,

Defendant

)

)

)

) CASE. NO. 02 - 607 - CD

)

)

)

)

)

)

) TYPE OF PLEADING:

) PRAECIPE FOR ENTRY OF

) DEFAULT JUDGMENT

)

)

)

)

) FILED ON BEHALF OF:

) Chest Township

)

)

)

)

) COUNSEL OF RECORD:

)

) ROBERT P. GING, JR., ESQUIRE

) PA I.D. NO. 25459

) 2095 Humbert Road

) Confluence, PA 15424-2371

) (814) 395-3661

**FILED**

JUL 02 2002

pm/1:30/uy

William A. Shaw  
Prothonotary

NOTICE TO DEFT  
w/ clerk COPY

(F. 100)

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY**

CHEST TOWNSHIP,	)	
	)	
Plaintiff	)	
	)	
	)	CASE. NO. 02 - 607 - CD
VS.	)	
	)	
	)	
EAGLE ENVIRONMENTAL, L.P.,	)	
Defendant	)	

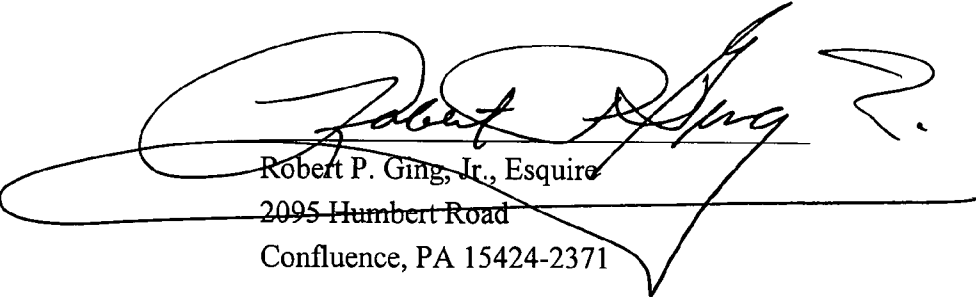
**PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT**

TO: WILLIAM SHAW, PROTHONOTARY

1. Kindly enter a default judgment against the Defendant Eagle Environmental, L.P. in the above captioned matter, Defendant having failed to file a responsive pleading to the Complaint filed in this action. The Complaint was endorsed with a notice to plead pursuant to Pa.R.C.P. 1018.1.
  
2. A Notice of Praecipe to Enter Judgment by Default was served on Eagle at its registered corporate address on May 30, 2002. A copy of the Notice of Praecipe to Enter Judgment by Default is attached hereto as Exhibit 1.
  
3. The registered mail return receipt acknowledging receipt of the Notice of Praecipe to Enter Judgment by Default is attached hereto as Exhibit 2.
  
4. A certification of the service of the Notice of Praecipe to Enter Judgment by Default is attached

hereto as Exhibit 3.

Respectfully submitted,



Robert P. Ging, Jr., Esquire  
2095 Humbert Road  
Confluence, PA 15424-2371

# **EXHIBIT 1**

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY**

**CHEST TOWNSHIP,**

**Plaintiff**

**VS.**

**EAGLE ENVIRONMENTAL, L.P.,**

**Defendant**

)

)

)

) **CASE. NO. 02 - 607 - CD**

)

)

)

)

)

)

) **TYPE OF PLEADING:**

) **NOTICE OF**

) **PRAECIPE TO ENTER JUDGMENT**

) **BY DEFAULT**

)

)

)

) **FILED ON BEHALF OF:**

) **Chest Township**

)

)

)

)

) **COUNSEL OF RECORD:**

)

) **ROBERT P. GING, JR., ESQUIRE**

) **PA I.D. NO. 25459**

)

) **2095 Humbert Road**

) **Confluence, PA 15424-2371**

) **(814) 395-3661**

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY**

CHEST TOWNSHIP, )  
Plaintiff )  
 )  
VS. ) CASE. NO. 02 - 607 - CD  
 )  
 )  
EAGLE ENVIRONMENTAL, L.P., )  
Defendant )

**NOTICE OF PRAECIPE TO ENTER JUDGMENT BY DEFAULT**

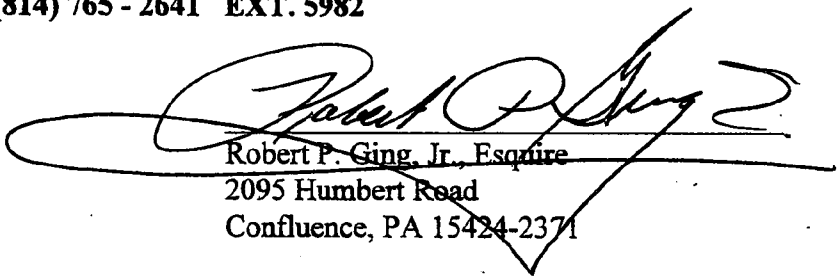
**TO: EAGLE ENVIRONMENTAL, L.P.**

**May 30, 2002**

**IMPORTANT NOTICE**

**YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:**

**DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
(814) 765 - 2641 EXT. 5982**

  
Robert P. Ging, Jr., Esquire  
2095 Humbert Road  
Confluence, PA 15424-2371

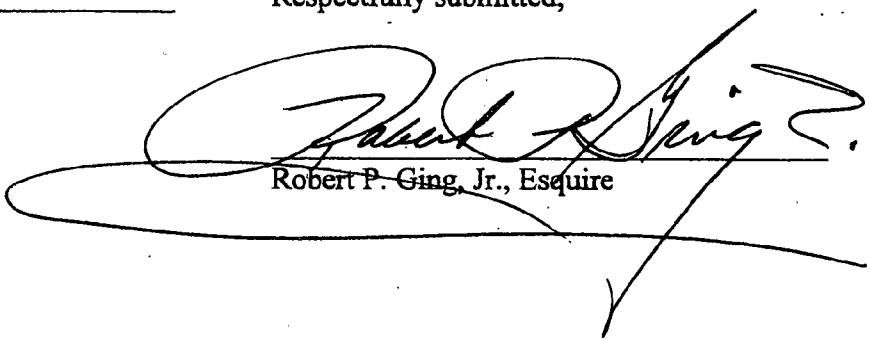
**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing Notice of Praeipue to Enter Judgment by Default was served on the following party on this date at its respective address via U.S. First Class, Certified, Return Receipt, Postage Pre-Paid Mail.

Eagle Environmental, L.P.  
c/o The Corporation Trust Company  
1209 Orange Street  
Wilmington, DE 19801

DATED: May 30, 2002

Respectfully submitted,

  
Robert P. Ging, Jr., Esquire

# EXHIBIT 2



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY

CHEST TOWNSHIP,

Plaintiff

VS.

EAGLE ENVIRONMENTAL, L.P.,

Defendant

)  
)  
)  
) CASE. NO. 02 - 607 - CD  
)  
)  
)  
)  
)

DOMESTIC RETURN RECEIPT

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"><li>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li><li>■ Print your name and address on the reverse so that we can return the card to you.</li><li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li></ul>	A. Signature <i>Joanne A. Mayne</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee
	B. Received by (Printed Name) C. Date of Delivery <i>6.4.02</i>
1. Article Addressed to:  EAGLE ENVIRONMENTAL LP c/o THE CORPORATION TRUST CO 1209 ORANGE STREET WILMINGTON DE 19801	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No
	3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.
	4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes
2. Article Number 7000 0600 0021 3759 7180 (or from service label)	
PS Form 3811, August 2001 Domestic Return Receipt 102595-01-M-2509	

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY

CHEST TOWNSHIP,

Plaintiff

VS.

EAGLE ENVIRONMENTAL, L.P.,

Defendant

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) CASE. NO. 02 - 607 - CD

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**U.S. POSTAL SERVICE CERTIFIED MAIL RECEIPT**

**NO. 7000 0600 0021 3759 7180**

7000 0600 0021 3759 7180 chot

U.S. Postal Service CERTIFIED MAIL RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)	
Article Sent To:	
EAGLE ENVIRONMENTAL LP	
Postage	\$ 1.03
Certified Fee	2.10
Return Receipt Fee (Endorsement Required)	1.50
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$
Name (Please Print Clearly) (to be completed by mailer)	
EAGLE ENVIRONMENTAL INC	
Street, Apt. No., or PO Box No.	
C/O THE CORPORATION TRUST CO	
1209 ORANGE STREET	
WILMINGTON, DE 19801	
PS Form 3800, July 1999	
See Reverse for Instructions	

CONFLUENCE, PA  
MAY 30 2002  
75424

# EXHIBIT 3

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY**

CHEST TOWNSHIP,

Plaintiff

VS.

EAGLE ENVIRONMENTAL, L.P.,

Defendant

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) CASE. NO. 02 - 607 - CD

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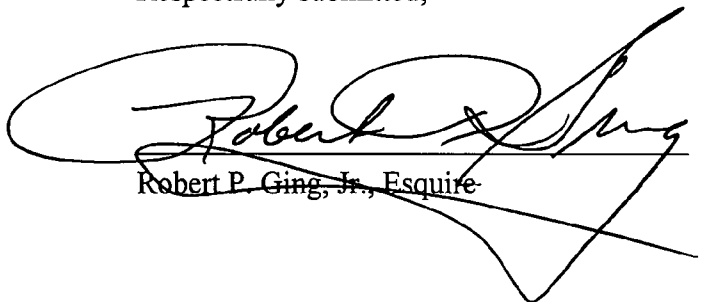
)

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**CERTIFICATION OF THE SERVICE OF**  
**THE NOTICE OF PRAECIPE TO ENTER JUDGMENT**  
**BY DEFAULT**

I, Robert P. Ging, Jr., attorney for the Plaintiff Chest Township hereby certify that a copy of the Notice of Praecipe to Enter Judgment by Default was served on Eagle Environmental, L.P., Limited Partnership, at its registered office, The Corporation Trust Company, 1209 Orange Street, Wilmington, Delaware 19801-0000. A copy of the Pennsylvania Department of State Corporate Limited Partnership record (Lexis Document Services) is attached hereto, evidencing the corporate address.

Respectfully submitted,



Robert P. Ging, Jr., Esquire

4TH DOCUMENT of Level 1 printed in FULL format.

\*\*\* THIS DATA IS INFORMATIONAL, AND ANY CERTIFIED COPIES MUST BE OBTAINED FROM THE PENNSYLVANIA DEPARTMENT OF STATE. \*\*\*

PENNSYLVANIA DEPARTMENT OF STATE, CORPORATE/LTD PARTNERSHIP RECORD

NAME: EAGLE ENVIRONMENTAL, L.P.

TYPE: LIMITED PARTNERSHIP

STATUS: IN GOOD STANDING (ACTIVE)

DURATION: FOREIGN

DATE OF INCORPORATION/QUALIFICATION: 04/10/1989

STATE: DELAWARE

REGISTERED OFFICE: % THE CORPORATION TRUST COMPANY  
1209 ORANGE ST  
WILMINGTON, DE 19801-0000  
OUT OF STATE ADDRESS

PURPOSE: MUNICIPAL WASTE LANDFILL

PARTNERS: KHODARA ENVIRONMENTAL INC

NUMBER: 1087667

HISTORY:

DATE	TRANSACTION	MICROFILM ROLL START/END
06/26/2001	DECENNIAL REPORT	2001062 1213/1213
04/10/1989	LIMITED PARTNERSHIP	0008929 0544/0000

CALL LEXIS DOCUMENT SERVICES FOR ALL YOUR CORPORATE NEEDS. 800-634-9738

## CERTIFICATE OF SERVICE

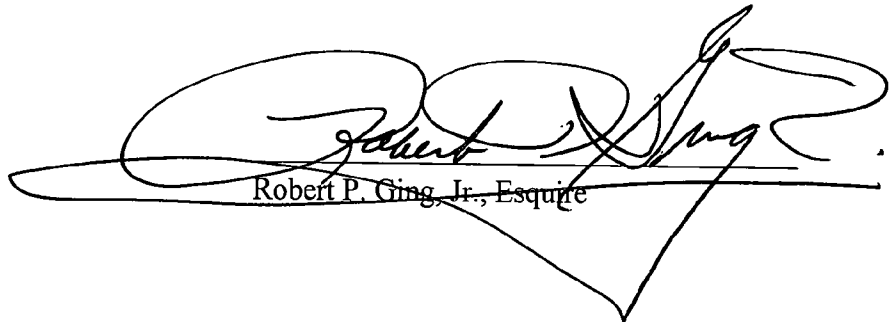
I hereby certify that a true and correct copy of the foregoing Praecipe for Entry of Default Judgment was served on the following party on this date at its respective address via U.S. First Class, Certified, Return Receipt, Postage Pre-Paid Mail.

Eagle Environmental, L.P.  
c/o The Corporation Trust Company  
1209 Orange Street  
Wilmington, DE 19801

DATED

June 28, 2002

Respectfully submitted,



Robert P. Ging, Jr., Esquire

**FILED**

**JUL 02 2002**

**William A. Shaw  
Prothonotary**

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

CIVIL DIVISION

Chest Township

Vs.

No. 2002-00607-CD

Eagle Environmental, L. P.

To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered against you on July 2, 2002.

William A. Shaw  
Prothonotary

---

William A. Shaw



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY ,  
PENNSYLVANIA  
STATEMENT OF JUDGMENT

Chest Township  
Plaintiff(s)

No.: 2002-00607-CD

Real Debt: \$Default Judgment

Atty's Comm:

Vs.

Costs: \$

Int. From:

Eagle Environmental, L. P.  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: July 2, 2002

Expires: July 2, 2007

Certified from the record this July 2, 2002

\_\_\_\_\_  
William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

Received on \_\_\_\_\_, \_\_\_\_\_, of defendant full satisfaction of this Judgment,  
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

\_\_\_\_\_  
Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY

CHEST TOWNSHIP,

Plaintiff

VS.

EAGLE ENVIRONMENTAL, L.P.,

Defendant

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) CASE. NO. 02 - 607 - CD

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) TYPE OF PLEADING:

) MOTION FOR ENTRY OF AN

) ORDER, UPON ENTRY OF JUDGMENT

) BY DEFAULT

)

)

)

) FILED ON BEHALF OF:

) Chest Township

)

)

)

)

)

) COUNSEL OF RECORD:

)

) ROBERT P. GING, JR., ESQUIRE

) PA I.D. NO. 25459

) 2095 Humbert Road

) Confluence, PA 15424-2371

) (814) 395-3661

**FILED**

JUL 09 2002

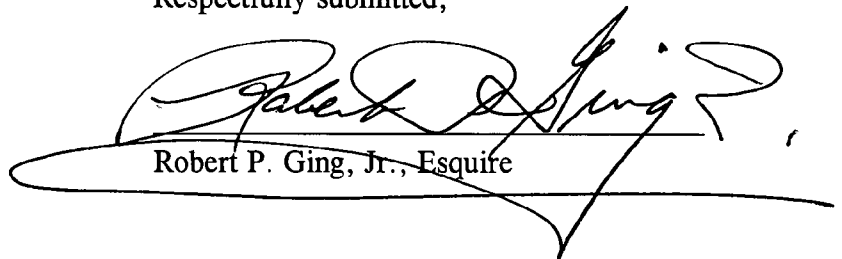
0/10-05/1015 E/c

William A. Shaw  
Prothonotary

### NOTICE TO PLEAD

Please take notice that the foregoing pleading may require a response to be made by you, so as to protect your rights. Please file a responsive pleading in the time and manner provided by law.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Robert P. Ging, Jr.", is written over a horizontal line. The signature is stylized with large loops and a long, sweeping underline that extends to the right.

Robert P. Ging, Jr., Esquire

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY**

CHEST TOWNSHIP,	)	
Plaintiff	)	
	)	
VS.	)	CASE. NO. 02 - 607 - CD
	)	
	)	
EAGLE ENVIRONMENTAL, L.P.,	)	
Defendant	)	

**MOTION FOR ENTRY OF AN ORDER,**  
**UPON ENTRY OF JUDGMENT BY DEFAULT**

AND NOW comes Chest Township by its attorneys, Robert P. Ging, Jr. and David Ammerman and sets forth the following Motion.

1. This case was commenced by a Complaint, as an action in declaratory judgment on or about April 16, 2002.

2. The Defendant is Eagle Environmental, L.P. a limited partnership under the laws of the state of Delaware.

3. The action for declaratory judgment requests that this Court declare an agreement dated June 11, 1994 between Eagle Environmental, L.P. and the Township of Chest to be void as of November 26, 1996.

4. Article XIII of the agreement identified Eagle Environmental, L.P. as having an office at 9 Logan Boulevard, Altoona, Pennsylvania 16602, and required all notices to be sent to that address.

5. Upon the filing of the Complaint the Sheriff of Clearfield County deputized the Sheriff of Blair County who attempted to serve Eagle Environmental, L.P. at the address set forth in Article

XIII of the Agreement.

6. The Sheriff of Blair County was unable to find the Defendant at that address and made a return dated May 1, 2002 indicating that the Defendant was out of business.

7. On May 7, 2002 service was made on Eagle Environmental, L.P. at its registered office, The Corporation Trust Company, 1209 Orange Street, Wilmington, Delaware 19801 by United States Postal Service Express Mail. The original postal receipt for that service has been filed with the Court in the Return of Service filed with this Court.

8. Service was again made on Eagle Environmental, L.P. at its registered headquarters by U. S. First Class Mail, Return Receipt Requested, Postal Article No. 7000-060-0021-3759-7197 on May 15, 2002. The original postal receipt evidencing delivery on May 15<sup>th</sup> is attached to the Return of Service filed with this Court.

9. On May 30, 2002 a Notice of Praecipe to Enter Judgment by Default was served on Eagle Environmental, L.P. at its registered office by U. S. Mail, Certified Return Receipt Requested.

10. On or about July 1, 2002 a Praecipe for Entry of Default Judgment was filed with the Prothonotary of the Court of Common Pleas of Clearfield County. A copy of the Praecipe for Entry of Default Judgment was served on Eagle Environmental, L.P. at its registered corporate office, by U.S. Mail Certified, Return Receipt Requested.

11. Pa.R.C.P. 1601 provides that the practice and procedure in an action for declaratory judgment shall follow the rules governing an action in equity.

12. Pa.R.C.P. 1511, governing judgment upon default or admission in an action in equity allows the Court to enter an appropriate final decree upon judgment of default.

13. Exhibit 1 to the Plaintiff's Complaint is the Agreement between Eagle Environmental,

L.P. and the Township of Chest.

14. Article I of the Agreement provides:

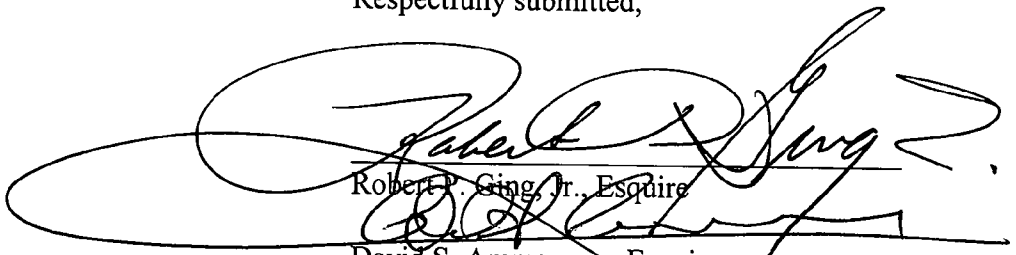
"This Agreement is conditioned upon and subject to Eagle obtaining all necessary permits, licenses, or approvals from the Pennsylvania Department of Environmental Resources and any and all other local, state, or federal government bodies, agencies, and authorities necessary for the operation of a residual and/or municipal solid waste landfill on the premises. If Eagle shall be unable to secure the required permit or permits then this Agreement shall be void and of no further affect."

15. On November 26, 1996 the Pennsylvania Department of Environmental Protection denied Eagle Environmental, L.P.'s landfill permit, as set forth in the attached form HW-C filed with the Pennsylvania Department of Environmental Protection by Eagle Environmental II, L.P.


16. As of November 26, 1996 pursuant to Article I of the Agreement, the Agreement became void and of no further affect.

WHEREFORE, the Plaintiff respectfully moves this Honorable Court to enter the attached Order.

Respectfully submitted,



Robert P. Ging, Jr., Esquire



David S. Ammerman, Esquire

CHEST TOWNSHIP,

**VS.**

**ORDER**

AND NOW, to wit, this 30 day of July, 2002, it appearing that the Plaintiff has commenced an action for declaratory judgment, that a judgment of default has been entered against the Defendant, after service of process pursuant to the Rules of Civil Procedure, it appearing that the Defendant has failed to file a responsive pleading to the Plaintiff's Complaint, or respond to the Notice of Praecipe to Enter Judgment by Default, it is hereby Ordered that the relief requested by the Plaintiff in it's Complaint is granted, and that the agreement entered into between Eagle Environmental, L.P. and the Township of Chest dated June 11, 1994 became void and of no further affect on November 26, 1996 when the Pennsylvania Department of Environmental Protection denied Eagle Environmental, L.P.'s landfill permit application.

BY THE COURT

**FILED**

JUL 30 2002

03/20/11 cc atty Anne, men  
William A. Shaw  
Prothonotary

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF LAND RECYCLING AND WASTE MANAGEMENTFORM HW-C  
COMPLIANCE HISTORY

Fully and accurately provide the following information, as specified. Attach additional sheets as necessary.

Type of Form HW-C Submittal (check all that apply):

☐ Original Filing      ☒ Amended Filing      Date of Last Filing JANUARY 1995

Type of Permit or License Submittal:

☒ New Application      ☐ Renewal      ☐ Annual Update      ☐ Other \_\_\_\_\_  
(specify)

A. General Applicant Information:

1. NAME OF PERMIT OR LICENSE APPLICANT/PERMITTEE/LICENSEE ("applicant")  
(non-corporations attach documentation of legal name):

EAGLE ENVIRONMENTAL II, L.P.

ADDRESS: 9 LOGAN BOULEVARD, 2ND FLOOR

ALTOONA, PA 16602

TELEPHONE NUMBER: (814) 944-0332

SOCIAL SECURITY OR TAXPAYER ID#: 52-1622060

PERMIT, LICENSE OR APPLICATION ID#: \_\_\_\_\_

2. Identify the form of management under which the applicant conducts its business (check appropriate box) and describe the type(s) of business activities performed:

<input type="checkbox"/> Individual	<input type="checkbox"/> Fictitious Name
<input type="checkbox"/> Municipality	<input type="checkbox"/> Partnership
<input type="checkbox"/> Proprietorship	<input checked="" type="checkbox"/> Limited Partnership
<input type="checkbox"/> Public Corporation	<input type="checkbox"/> Government Agency
<input type="checkbox"/> Private Corporation	<input type="checkbox"/> Joint Venture
<input type="checkbox"/> Syndicate	<input type="checkbox"/> Association
<input type="checkbox"/> Municipal Authority	<input type="checkbox"/> Other Type of Business _____

(specify)

3. Type of permit, license or application (check all that apply):

☐ Hazardous Waste Permit  
☐ Hazardous Waste Transporter License  
☐ Municipal Waste Permit  
☐ Infectious, Chemotherapeutic Waste Transporter License  
☒ Residual Waste Permit  
☐ Other \_\_\_\_\_

(specify)



## FORM HW-C

### B. General Information Regarding "Related Parties"

1. Applicants which are a corporation or a division of a corporation, provide the following information:
  - a. The principal shareholders or stockholders who own, hold, or control stock of five percent (5%) or more of a publicly held corporation or ten percent (10%) or more of a privately held corporation. NOT APPLICABLE
  - b. State the names, principal places of business and taxpayer ID numbers of all domestic and foreign parent corporations (including ultimate parent corporations), and all domestic and foreign subsidiary corporations of the applicant, as well as the subsidiary corporations of the ultimate parent corporation. Include unincorporated divisions and private corporations. A diagram of corporate structure may be provided to illustrate corporate relationships. NOT APPLICABLE
  - c. List all principals of the corporation that have also been principals of other corporations which have committed any violation of the Environmental Protection Acts. (See Instructions, Items 2 and 6). NONE
2. Provide the names, addresses and social security numbers<sup>1</sup> of all principals, corporate officers, general and limited partners, directors, other persons performing a function similar to a director, and other persons or related parties of the applicant (see Instructions, Items 4 and 5). The relationship to the applicant must be clearly described. SEE ATTACHMENT HW-C-1
3. Provide the names, addresses and social security numbers<sup>1</sup>, or IRS tax identification numbers and affiliation of other persons or related parties having or exercising control over any aspect of the proposed facility or activity that is regulated by the Department, including but not limited to, associates, agents, contractors, subcontractors, and property owners. NONE
4. Provide the names and addresses of all owners of record of surface and subsurface areas within and contiguous to the proposed permit area. (Not applicable to transporter license applicants). SEE ATTACHMENT HW-C-2
5. Provide the names and addresses of all holders of record to a leasehold interest of surface and subsurface areas within and contiguous to the proposed permit area. NONE
6. If the applicant, or other related party to the applicant, has as a beneficial interest in, or otherwise manages or controls any other person, municipality or other related party (as described in Sections A and B) engaged in the business of solid waste collection, transportation, storage, processing, treatment, or disposal, provide the following information: NOT APPLICABLE
  - a. The name, address, and tax identification number or employer identification number of the corporation, other person, municipality, or other entity, in which the applicant or other related party has a beneficial interest, manages, or controls as described above.
  - b. The nature of the relationship or participation with the corporation, other person, municipality, or other related party.

Supplying individual social security numbers is optional; failure to provide all applicable numbers may delay processing of the application.

## FORM HW-C

### C. Specific Information Regarding the Applicant and Its Related Parties

1. List the name and location of all of the applicant's and related party's places of business and terminals where municipal, residual and/or hazardous waste activities are conducted. Such activities include, but are not limited to generation, processing, collection, transportation and storage, treatment or disposal of solid waste, except that locations that generate only municipal waste need not be listed..

NONE

2. List all permits or licenses issued by the Department or any other state or federal agency under the Environmental Protection Acts to the applicant or any other persons or related parties identified in Sections A or B, that are currently in effect or have been in effect at any time in the ten years previous to the date on which this form is notarized. This list is to include the type of permit or license, permit or license number, location, address, issuance date and expiration date.

NONE

3. List all permit or license denials issued by the Department or any other state or federal agency under the Environmental Protection Acts to the applicant or any other person or related party identified in Section A or B, within ten years previous to the date on which this form is notarized. Include the type of permit or license, permit or license number, location, denial date and reason for denial.

SEE ATTACHMENT HW-C-3

4. List all persons or related parties identified in Sections A or B which have filed for or been discharged from bankruptcy within 10 years previous to the date on which this form is notarized. Specify the circumstances of bankruptcy including those for which the debtor sought to abandon property or to be discharged from any environmental liability subject to the Environmental Protection Acts. Include the name of the bankruptcy court, docket number and description and location of any property involved.

NONE

RO 000082

REVISED JUNE 1998

## FORM HW-C

### D. Compliance Background:

(Note: Copies of specific documents must be made available to the Department upon its request)

Compliance History: NO ENFORCEMENT ACTIONS

List all "Enforcement Actions" issued by the Department or any other state or federal or county agency to the applicant or those persons or related parties identified anywhere in response to Sections A, B or C using the following format grouped by state and location in chronological order.

Date	Location	Permit/ License/ EPA ID #	Issuing Agency	Type of Action	Nature of Violation	Disposition	Dollar Amount of Penalty
------	----------	---------------------------------	-------------------	----------------------	------------------------	-------------	--------------------------------

Enforcement actions include but are not limited to:

All notices of violation (NOVs), issued by any regulatory agency to the applicant or those persons or related parties identified anywhere in Sections A, B or C concerning the Environmental Protection Acts, or any other environmental statute, regulation or ordinance.

All administrative orders, civil penalties, permit or license suspensions/revocations, bond forfeiture actions, and civil penalty actions adjudicated by any judicial body against the applicant or those persons or related parties identified anywhere in Sections A, B or C concerning the Environmental Protection Acts, or a regulation or order or a condition of a permit or license.

All consent orders, consent adjudications, consent decrees or monetary settlements (settlement agreements, letter agreements, settlement letters or consent assessments) between the applicant or those persons or related parties identified anywhere in Sections A, B or C and any state, federal or county agency regarding the Environmental Protection Acts, or any other environmental statute, regulations or ordinance.

All court proceedings in which those persons or related parties identified anywhere in Sections A, B or C have been involved in relation to the Environmental Protection Acts.


All summary, misdemeanor, or felony convictions, or pleas of guilty or no contest that have been obtained against the applicant or those persons or related parties identified anywhere in Sections A, B or C, pursuant to the Environmental Protection Acts, or for any acts involving the generation, storage, treatment, transportation, processing, or disposal of municipal, residual or hazardous waste.

For all persons and municipalities identified in Section A, B or C, indicate all violations committed and any subsequent enforcement actions taken regarding the facility or activity not previously listed in this section, concerning the Environmental Protection Acts.

State the reasons for suspension, revocation, or denial of any permit/permit application or license/license application filed by the applicant or any related party concerning the Environmental Protection Acts. Provide the date, location and nature of the violations, type of action, issuing agency, dollar amount of any monetary penalty associated with the action and permit, license, EPA ID# or other identifying number if applicable.

FORM HW-C

I hereby certify that I have the authority to respond to the above questions on behalf of the applicant, and that the information provided herein is true and correct to the best of my knowledge, information and belief.

  
\_\_\_\_\_  
(Signature)

Name: JACQUES KHODARA  
(Print or Type Name)

Title: GENERAL PARTNER  
(Print or Type Title)

EAGLE ENVIRONMENTAL II, L.P.  
Social Security No.: 158-78-6572

Sworn to and subscribed before me this

9th day of July

19 97

  
\_\_\_\_\_  
Notary Public

MICHELLE DUFFEL  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires March 31, 1999

\_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print or Type Name)

Title: \_\_\_\_\_  
(Print or Type Title)

Social Security No.: \_\_\_\_\_

Sworn to and subscribed before me this

\_\_\_\_\_ day of \_\_\_\_\_

19 \_\_\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Attach copy  
of Articles of Incorporation

(For Corporations, see the Instructions, Item 9, regarding signatures and submission of Articles of Incorporation.)

RO 000084

**ATTACHMENT HW-C-3**

---

**Permit Denial**

**REVISED JUNE 1998**

**RO 000091**

### ATTACHMENT HW-C-3

On November 25, 1996, Eagle Environmental, L.P. (Mr. Jacques Khodara, president of General Partner) was denied a permit for a solid waste landfill (called the Pine Hills Residual Waste Landfill; Waste Management Application I.D. No. 301244). The proposed Pine Hills was to be located in Chest Township, Clearfield County, Pennsylvania along T-409 approximately two miles east of SR-0036. The reasons for the denial are stated in the Department's November 25, 1996 letter to Mr. Khodara which reasons are summarized below.

1. Eagle did not demonstrate that settlement due to mine subsidence would not endanger the environment or public health, safety or welfare.
2. Eagle did not demonstrate that the proposed geogrid system was adequate to provide the required reinforcement for the liner system.
3. Eagle did not provide a design for anchoring the geogrid along an interior stage of the landfill development.
4. Eagle's CQA Plan for geogrid installation did not indicate the required overlap of adjacent panels nor did the Plan indicate the minimum spacing for ties used to connect adjacent panels.
5. Eagle did not provide information to support using a six inch subbase layer with the proposed geogrid even though the manufacturer's recommendations call for a thicker layer.
6. Eagle did not specify the use of geogrid in all areas of the landfill where the potential for boulders beneath the liner existed.
7. Eagle did not describe to the Department's satisfaction the soils to be used for various construction and landfill purposes.
8. Eagle did not provide an adequate description of the process of blending coal into the landfill cover system, nor was the blended material described adequately. The CQA Plan did not address the operation for blending coal with cover material.
9. Eagle did not provide adequate plans describing the coal removal and handling process.
10. Eagle did not provide plans to demonstrate how coal removal and cover soil blending could be conducted without causing water pollution.
11. Eagle did not provide mapping showing the location of fractures in the proposed permit area.
12. Eagle did not completely examine bedrock fractures in Areas 1 and 2 to the aerial extent and depth required to satisfy the Department.

### CERTIFICATE OF SERVICE

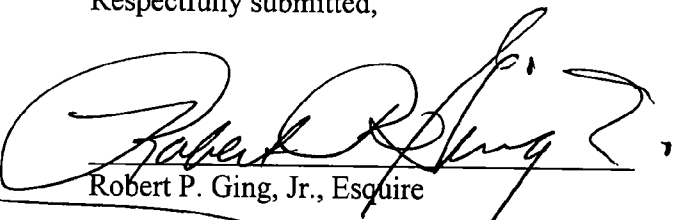
I hereby certify that a true and correct copy of the foregoing Motion for Entry of an Order, Upon Entry of Judgment by Default was served on the following party on this date at its respective address via U.S. First Class, Certified, Return Receipt, Postage Pre-Paid Mail.

Eagle Environmental, L.P.  
c/o The Corporation Trust Company  
1209 Orange Street  
Wilmington, DE 19801

DATED:

July 1, 2002

Respectfully submitted,

  
Robert P. Ging, Jr., Esquire



**FILED**

JUL 09 2002

William A. Shaw  
Prothonotary