

IN THE COURT OF COMMON PLEAS
SENECA COUNTY, OHIO

STATE OF OHIO, *ex rel.*
DAVE YOST
OHIO ATTORNEY GENERAL,

Plaintiff,

v.

SUNNY FARMS LANDFILL LLC
c/o CT Corporation System, Statutory Agent
4400 Easton Commons Way, Suite 125
Columbus, OH 43219,

Defendant.

CASE NO. 19CWO224

JUDGE

JUDGE MICHAEL P. KELBLEY

PARTIAL CONSENT ORDER
AND FINAL JUDGMENT
ENTRY

FILED
COMMON PLEAS COURT
SENECA COUNTY, OHIO
2019 JUL 26 P 4:11
JAN A. ECKELBERRY
CLERK

The State of Ohio, by its Attorney General (the "State") and at the written request of the Director of the Ohio Environmental Protection Agency ("the Director"), filed a Complaint seeking injunctive relief and civil penalties against Defendant Sunny Farms Landfill LLC for alleged violations of R.C. Chapters 3704, 3734, and 6111, and the rules adopted thereunder. The alleged violations occurred at or with respect to Defendant's sanitary landfill facility located at 12500 West County Road 18, Fostoria, Seneca County, Ohio 44830 (the "Facility"). The Parties have consented to the entry of this Order, which resolves the alleged violations related to solid waste and air pollution control laws.

Therefore, without trial, admission, or determination of any issue of fact or law and with the consent of the Parties hereto, it is ORDERED, ADJUDGED, AND DECREED:

I. DEFINITIONS

1. As used in this Order, the following terms are defined:

- A. "Defendant" or "Sunny Farms" means Sunny Farms Landfill LLC, its landfill operations and all real property owned by Sunny Farms Landfill LLC.
- B. "State" means Plaintiff, the State of Ohio, including the Director of the Ohio Environmental Protection Agency, or the Ohio Attorney General on behalf of the State, or any State entity.
- C. "Director" means the Director of the Ohio Environmental Protection Agency ("Ohio EPA") or her designee.
- D. "Parties" means Plaintiff, the State of Ohio, and Defendant Sunny Farms Landfill LLC.
- E. "Person" means an individual, public or private corporation, business trust, estate, trust, partnership, association, federal government or any agency thereof, municipal corporation or any agency thereof, political subdivision or any agency thereof, public agency, interstate body created by compact, any other entity, and other officers, agents, employees, attorneys, and/or those in active concert or participation with any of them.
- F. "Facility" or "Sunny Farms Landfill" means the sanitary landfill facility located at 12500 West County Road 18, Fostoria, Seneca County, Ohio 44830 and the real property owned by Sunny Farms Landfill LLC.
- G. "Order" or "Consent Order" refers to this Consent Order.
- H. "Written" means a paper copy or a saved or stored electronic copy.
- I. "AERMOD" means American Meteorological Society/Environmental Protection Agency Regulatory Model (AERMOD) Version 18081.

- J. "Ambient Air" means the definition and guidance provided in US EPA's November 2018 draft *Revised Policy On Exclusions from "Ambient Air"* and consistent with Ohio EPA's application of this draft policy.
- K. "Best Available Control Technology" or "BACT," as Ohio EPA defines it, appears in Ohio Adm.Code 3745-31-01.
- L. "Collected Landfill Gas" means landfill gas that is collected by the active gas collection and control system at Sunny Farms Landfill.
- M. "Control Technology" means a pre-combustion device used to reduce the sulfur concentration in Collected Landfill Gas in a manner adequate to allow Sunny Farms Landfill to comply with the Permit.
- N. "Effective Date of the Permit" means the date that the Director of Ohio EPA issues the Permit.
- O. "Final Air Dispersion Modeling Protocol" means a document specifying the specific methodology for conducting air dispersion modeling for the purpose of the Permit. This document includes model selection, meteorological data, receptor grid, model settings, beta options, and background concentrations.
- P. "Final Air Dispersion Modeling Report" means a report of air dispersion modeling conducted in accordance with the Final Air Dispersion Modeling Protocol for the purpose of the Permit, which includes inputs, model settings, source of modeled emission rates, summary of results and graphics showing predicted concentration contours. Detailed input files, receptor network, meteorological data and model output files will be provided in electronic format.

- Q. “Installed Fixed Bed Adsorption Process” means the multiple box adsorbent media system installed at Sunny Farms Landfill in January 2019.
- R. “Interim Air Dispersion Modeling Protocol” means a document specifying the specific methodology for conducting air dispersion modeling for the purpose of identifying appropriate interim emission limits for SO₂. This document includes model selection, meteorological data, receptor grid, model settings, beta options, and background concentrations.
- S. “Interim Air Dispersion Modeling Report” means a report of air dispersion modeling conducted in accordance with the Interim Air Dispersion Modeling Protocol for the purpose of identifying appropriate interim emission limits for SO₂, which includes inputs, model settings, source of modeled emission rates, summary of results and graphics showing predicted concentration contours. Detailed input files, receptor network, meteorological data and model output files will be provided in electronic format.
- T. “Monthly Report” means a report to be submitted to Ohio EPA, Division of Air Pollution Control by the 20th day of each month with data and information from the preceding calendar month. The first Monthly Report shall be due September 20, 2019 for the preceding August 2019 calendar month.
- U. “Permit” means the final air permit issued by Ohio EPA in response to the permit application submitted by Defendant Sunny Farms pursuant to Paragraph 15.A.g.
- V. “SO₂ NAAQS” means the applicable Sulfur Dioxide National Ambient Air Quality Standard promulgated by the United States Environmental Protection Agency on June 22, 2010.

II. JURISDICTION AND VENUE

2. The Court has jurisdiction over the Parties and the subject matter of this action under R.C. Chapters 2307, 3704, 3714, and 3734. The Complaint states a claim upon which relief can be granted. Venue is proper in this Court. Defendant shall not challenge the Court's jurisdiction to enter or enforce this Order.

III. PARTIES BOUND

3. Sunny Farms Landfill LLC ("Sunny Farms") is an Ohio limited liability company, whose principal place of business is 12500 West County Road 18, Fostoria, Seneca County, Ohio 44830.

4. This Order shall apply to and be binding only upon Defendant and, to the extent consistent with Civ.R. 65(D), on their agents, officers, employees, contractors, assigns, successors in interest, and those persons acting in concert, privity, or participation with Defendant who receive actual or constructive notice of this Order whether by personal service, by public record filed in the county land record, or otherwise. Defendant shall provide a copy of this Order to any successor in interest and to each key employee, consultant, or contractor employed to perform work referenced herein.

5. This Order is in settlement and compromise of disputed claims, and nothing in this Order is to be construed as an admission of any facts or liability.

IV. SATISFACTION OF LAWSUIT AND RESERVATION OF RIGHTS

6. The Plaintiff alleges in the Complaint and this Order, including but not limited to the items addressed in Exhibit A attached, that Defendant is responsible for violations of the air pollution control and solid waste laws of the State of Ohio under R.C. Chapter 3704, 3714 and 3734. Defendant denies all violations and claims alleged by the State. Compliance with this

Order shall constitute full satisfaction of any civil liability of Defendant or any of the Releasees (as defined below) to Plaintiff for all violations and claims alleged in Plaintiff's Complaint, the Director's Interim Orders issued on January 31, 2019 and this Order, including but not limited to the items addressed in Exhibit A attached. This release and full satisfaction of any civil liability of Defendant and the Releasees to Plaintiff applies to Sunny Farms Landfill LLC, any and all past, present, or future direct or indirect parents, subsidiaries or affiliates (including Tunnel Hill Reclamation LLC), any predecessor, successor or assign of any of the foregoing, and the past, present, or future direct or indirect owners, unit holders, members, shareholders, principals, directors, executives, officers, managers, employees, agents and representatives of Sunny Farms Landfill LLC or any of the foregoing (each of the foregoing, a "Releasee" and, collectively, the "Releasees").

7. Upon the Effective Date, Defendant shall have no further obligations under the 2008 Consent Order, which is superseded by the terms of this Consent Order.

8. Upon the Effective Date, the January 31, 2019 Director's Interim Findings and Orders shall be terminated, and Defendant shall have no further obligations thereunder.

9. Nothing in this Order, including the imposition of stipulated civil penalties for violations of this Order, shall limit the authority of the State of Ohio to:

- A. Seek any legal or equitable relief or civil penalties from Defendant or any other appropriate person for any claims or violations not alleged in the Complaint, the Director's Interim Findings and Orders issued on January 31, 2019, and this Order, including but not limited to the items in Exhibit A attached;

- B. Seek any legal or equitable relief or civil penalties from Defendant or any other appropriate person for claims, conditions, or violations that occur on or exist after the entry of this Order except as referenced in Exhibit A attached;
- C. Enforce this Order through a contempt action or otherwise seek relief for violations of this Order; and/or
- D. Take any future legal or equitable action against any appropriate person, including Defendant, to eliminate or mitigate conditions at the Facility that may present a threat to public health or welfare or to environment in derogation of applicable laws and rules, which State of Ohio has the authority to enforce.

10. This Order does not waive, abridge, settle, compromise, or otherwise impact any other claims in law or equity that the State of Ohio or other persons may have against Defendant.

11. Except for the signatories to the Order and each of the Releasees named or referenced in Paragraph 6 above, nothing in this Order shall constitute or be construed as satisfaction of civil liability, a covenant not to sue, and/or a release regarding the claims alleged, against any person for any liability such non-signatory or non-Releasee may have arising out of matters alleged in the Complaint. This Order shall be binding upon, inure to the benefit of and be enforceable by each Releasee named or referenced herein, whether or not a signatory to this Order.

12. Except with respect to the matters in Exhibit A, nothing in this Order shall relieve Defendant of its obligations to comply with applicable federal, state, or local statutes, regulations, rules, or ordinances.

13. Nothing herein shall restrict the right of Defendant to raise any administrative, legal, or equitable defense with respect to any further actions reserved by the State in this Order. However, with respect to the actions reserved by the State in this Section, Defendant shall not

assert and/or maintain, any defense or claim of waiver, *res judicata*, collateral estoppel, issue preclusion, claim splitting, or other defenses based on any contention that Plaintiff's claims in any subsequent judicial or administrative proceeding could or should have been brought in this case.

V. PERMANENT INJUNCTION

14. Except as provided in Paragraphs 15 and 16 below, Defendant is ordered and permanently enjoined to comply fully with R.C. Chapter 3704 and 3734 and the rules thereunder.

Air Pollution Control Injunctive Relief

15. Defendant is ordered and enjoined to conduct the following:

A. Sulfur Dioxide (SO₂)

- a. i. Defendant Sunny Farms reported a rate of 239 tons of SO₂ emissions per month from the Sunny Farms Landfill for the June 2019 reporting period. If, at any time before demonstrating compliance with the SO₂ interim emissions limit under Paragraph 15.A.d. below, the SO₂ emissions from the Sunny Farms Landfill exceed 248 tons per 30-day calendar month, Defendant Sunny Farms shall (1) investigate the cause of the additional SO₂ emissions, (2) evaluate via air dispersion modeling the impact of the new emission rate of SO₂ emissions on the air quality of off-site residential receptors in the vicinity of Sunny Farms Landfill, (3) determine if additional cost-effective actions in the short term can be taken to reduce the SO₂ emissions or the impact on the air quality referenced in Paragraph 15.A.a.i.(2), and (4) submit a plan to Ohio EPA within 15 days of reporting to Ohio EPA through the Monthly Report required by Paragraph 15.A.1. that the monthly SO₂ emissions exceeded 248 tons per 30-day calendar month. The plan shall address the investigation, determination, and implementation of any cost-effective actions. The investigation and implementation of the additional actions shall, at a minimum, consider the possible expansion of the Installed Fixed Bed Adsorption Process, more frequent change out of the absorption material in the Installed Fixed Bed Adsorption Process, the use of a more effective absorption material, and the possible increase in dispersion parameters from the flares.

- ii. Defendant Sunny Farms shall operate the Installed Fixed Bed Adsorption Process until such time as the Control Technology is ready to operate. Once the Control Technology is ready to operate, Defendant Sunny Farms shall operate either control system until the commissioning phase of the Control Technology is complete. Once the commissioning phase of the Control Technology is complete, the Control Technology shall be used except in the case of a malfunction where the Installed Fixed Bed Adsorption Process may be used as a backup.
- iii. Prior to the Effective Date, Defendant Sunny Farms submitted a preliminary air dispersion modeling report to Ohio EPA that demonstrates no SO₂ concentrations exceeding SO₂ NAAQS at off-site residential receptors in the vicinity of the Sunny Farms Landfill. Defendant Sunny Farms shall submit updated preliminary air dispersion modeling reports with the Monthly Report required by Paragraph 15.A.1. until the SO₂ interim emission limit required under Paragraph 15.A.d. becomes applicable.
- b. By the Effective Date, Defendant Sunny Farms shall submit a proposed Interim Air Dispersion Modeling Protocol to Ohio EPA for conducting SO₂ air dispersion modeling. The Interim Air Dispersion Modeling Protocol shall describe the modeling that will be conducted in order to demonstrate that the emissions from the flares (flare 1 and flare 2 or from an alternative flare configuration) do not cause an exceedance of the SO₂ NAAQS in the Ambient Air.
- c. Within 60 days of Ohio EPA's approval of the Interim Air Dispersion Modeling Protocol, Defendant Sunny Farms shall submit an Interim Air Dispersion Modeling Report of SO₂ emissions from the flares (flare 1 and flare 2 or from an alternative flare configuration) and propose an interim emission limit for SO₂. The Interim Air Dispersion Modeling Report will describe how Defendant Sunny Farms plans to comply with the interim emission limit and how the proposed interim emission limit ensures compliance with the SO₂ NAAQS in the Ambient Air. The SO₂ interim emission limit must be consistent with the output of AERMOD as presented in the Interim Air Dispersion Modeling Report.
- d. Within 90 days of Ohio EPA's approval of the SO₂ interim emission limit and Interim Air Dispersion Modeling Report, Defendant Sunny Farms shall submit documentation to Ohio EPA demonstrating that the SO₂

interim emission limit has been achieved. Thereafter, Defendant Sunny Farms shall comply with the SO₂ interim emissions limit and submit documentation in the Monthly Report demonstrating compliance with the interim emission limit as specified in Appendix A.

- e. Within 45 day of the Effective Date, Defendant Sunny Farms shall submit for Ohio EPA's approval a Best Available Control Technology assessment (hereinafter referred to as "the BACT Report") for SO₂ that meets the information requirements of existing written Ohio EPA guidance for such assessments and provides for the destruction of at least 98 percent of the hydrogen sulfide (H₂S) emissions from the Collected Landfill Gas.
- f. Within 90 days of the Effective Date, Defendant Sunny Farms shall submit to Ohio EPA a Final Air Dispersion Modeling Protocol for the purpose of evaluating the emissions addressed by the Permit referenced in Paragraph 15.A.g. below.
- g. Within 30 days of Ohio EPA's approval of the BACT Report or the Final Air Dispersion Modeling Protocol submitted pursuant to Paragraph 15.A.e. and 15.A.f. above, whichever is later, Defendant Sunny Farms shall submit to Ohio EPA a permit application designed to modify Permit-to-Install (PTI) P011625, issued April 23, 2014. The permit application shall include: (1) the BACT Report and (2) the Final Air Dispersion Modeling Report. The permit application shall be based on Defendant Sunny Farms' post-Control Technology potential to emit and shall be in the form and contain such information requested by Ohio EPA as the permitting authority. Ohio EPA will review the application and take appropriate permitting action pursuant to the relevant laws, rules, and regulatory guidance.
- h. Within 550 days of the Effective Date of the Permit, Defendant Sunny Farms shall commence operation of the Control Technology as approved by Ohio EPA through its issuance of the Permit.
- i. Within 90 days of commencing operation of the Control Technology, Defendant Sunny Farms shall conduct an emissions test for H₂S from the Control Technology. Within 180 days of commencing operation of the Control Technology, Defendant Sunny Farms shall demonstrate compliance with the Control Technology and SO₂ emissions limits as required in the Permit.

- j. By the Effective Date, Defendant Sunny Farms shall provide actual boundaries of the Sunny Farm Landfill to Ohio EPA for purposes of siting a monitor and provide written notice to Ohio EPA if the boundaries change within 15 days of any change. Within 30 days of written notice from Ohio EPA, Defendant Sunny Farms shall pay or reimburse Ohio EPA for the actual reasonable costs of the following measures to be conducted by Ohio EPA:
 - 1. Identify a single, appropriate SO₂ ambient monitoring site for one SO₂ monitor at a location outside of the property boundary of Sunny Farms Landfill;
 - 2. Obtain the authority from the site landowner to use the site;
 - 3. Complete the installation of the SO₂ monitor at the site so that it is ready for use, including, at a minimum, the installation of a base, the shelter/trailer, power drop, adequate parking, and security fencing, all meeting Ohio EPA minimum standards; and
 - 4. Procurement of required equipment and material necessary to complete items in subparagraphs 1-3 above.
- k. Defendant Sunny Farms' payment or reimbursement obligation in Paragraph 15.A.j. shall extend only to 1,100 days following the Effective Date and shall not exceed \$18,000 for the SO₂ monitor, \$20,000 for the environmentally-controlled monitoring trailer, \$10,000 for the electrical contractor and the power drop, and \$1,000 per month for monthly charges (including but not limited to rent, electric, and labor). Defendant Sunny Farms shall have no obligation to operate, maintain, or remove the SO₂ monitor and installation site. Ohio EPA will publish the electronic data real time on the Ohio EPA website for public availability and review.
 - 1. Defendant Sunny Farms shall submit a Monthly Report to Ohio EPA that contains emissions data identified and the status of each condition provided in Paragraph 15.A.a. through Paragraph 15.A.h. After Defendant Sunny Farms demonstrates compliance with the Control Technology and SO₂ emissions limit as required in Paragraph 15.A.i. above for three consecutive months, Defendant Sunny Farms may submit a written request to Ohio EPA to reduce the frequency of reporting for such requirement(s) to quarterly

consistent with the deadlines for quarterly reports set forth in Sunny Farms Landfill Title V Permit No. P0117316.

B. Hydrogen Sulfide (H₂S)

- a. Within 60 days of the Effective Date, Defendant Sunny Farms shall sample and analyze H₂S in the Collected Landfill Gas using continuous emissions monitoring system(s) that are (i) capable of completing one cycle of operation (sampling, analyzing, and data recording) at a minimum of 15-minute intervals and (ii) meet the performance requirements set forth in 40 CFR Part 60, Appendix B, Performance Specification 7. With the continuous emissions monitoring system(s), Defendant Sunny Farms shall sample and analyze the total raw gas at an inlet before the Installed Fix Bed Adsorption System and sample and analyze the H₂S at the inlet to each operating flare. Defendant Sunny Farms shall comply with the H₂S sampling and analysis protocol in this Paragraph until the Effective Date of the Permit. H₂S sampling data shall be used in the calculation specified in Appendix A to demonstrate compliance with the SO₂ interim emissions limitation.
- b. Within 30 days of the Effective Date, Defendant Sunny Farms shall re-model H₂S emissions using the most recently reported flow and H₂S concentrations to demonstrate that the flare stack emissions will not exceed Ohio's Maximum Acceptable Ground Level Concentration (MAGLC) for H₂S. The air dispersion modeling shall include H₂S emissions from the flares (flare 1 and flare 2 or from an alternate flare configuration). The procedure for modeling to demonstrate that the MAGLC for H₂S has not been exceeded will be that required by PTI 0116255.
- c. Within 60 days of the Effective Date, Defendant Sunny Farms shall submit a complete report of the modeling performed according to Paragraph 15.B.b above.

Solid Waste Injunctive Relief

16. Defendant is ordered and enjoined to conduct the following:

As used throughout this Paragraph, an H₂S concentration over 15 ppb is a trigger level that may require an additional response in accordance with this Consent Order. A single offsite exceedance of H₂S of 15 ppb or less, in and of itself, is not considered a violation of Ohio Adm.Code 3745-27-19(B)(3) or this Order.

- A. From the Effective Date, Sunny Farms shall maintain permanent Jerome meters at

the three locations approved by Ohio EPA. The Jerome meters shall be calibrated and maintained in accordance with manufacturer's specifications. The Jerome meters shall be programmed so that they record H₂S readings every 10 minutes 24 hours a day 7 days a week. By September 1, 2019, Sunny Farms shall provide Ohio EPA and the Health Department access to electronic real-time data and all historical data.

- i. From the Effective Date, Sunny Farms shall submit to Ohio EPA and the Health Department a monthly report (by the 5th business day of the month for the prior month) that provides, at a minimum, the date, time, location, and amount of H₂S detected for each reading.
 - ii. After three consecutive months of H₂S readings below 15 ppb from the permanent meters, Defendant may submit a written request to Ohio EPA to reduce the frequency of submittals to quarterly. If the request is approved and readings later exceed 15 ppb thereafter, Ohio EPA may require, in writing, that Sunny Farms return to a monthly report, and Sunny Farms must accordingly return to a monthly report.
 - iii. If after one year of H₂S readings below 15 ppb, Sunny Farms may submit a request to Ohio EPA for suspension or termination of the use of the Jerome meters.
 - iv. Where there is a malfunction or error from the Jerome meters or other factors that may lead to anomalous H₂S readings, Sunny Farms may make a description of such malfunction, error or other factor to Ohio EPA and the Health Department and request that such reading not be included for consideration in a request to reduce the frequency of reporting or in suspension or termination of the Jerome meters.
- B. From the Effective Date, Sunny Farms shall limit the size of the working faces at the Facility to the requirements specified in Ohio Adm.Code 3745-27-19, but the cumulative area of the working faces shall not exceed an area of three and one-half (3.5) acres.
- C. From the Effective Date, Sunny Farms shall only use soil as daily cover, unless otherwise authorized by Ohio EPA in writing.
- D. From the Effective Date, Sunny Farms shall continue to place and maintain intermediate cover in all areas of the Facility for which a final cap has not been constructed or is in the process of being constructed in accordance with Ohio Adm.Code 3745-27-19(G), except that the intermediate cover shall be at least twenty-four (24) inches thick. Sunny Farms is not required to place intermediate cover in the areas where a geomembrane is used as an odor control blanket. Sunny Farms shall submit a quarterly report, including a map and supporting documentation, verifying compliance with this requirement by using data from

Defendant's laser control/GPS elevation system at the Facility or other survey or detection methods to verify compliance.

- E. From the Effective Date, Sunny Farms shall, by the 20th day of each month, submit to Ohio EPA and the Health Department a written report that includes the information specified in Sunny Farms' July 19, 2019 Gas Collection and Control System Monthly Operations Report including concentrations of H₂S from the raw gas.
- F. By November 1st each year, Sunny Farms shall submit to Ohio EPA and the Health Department for review and concurrence a written evaluation report of the entire gas extraction system to determine whether:
 - i. the existing gas extraction/management system is operating effectively to control odors;
 - ii. additional gas extraction infrastructure is required; and
 - iii. the current flare system can handle the necessary volume of gas to control odors.

If the evaluation reveals that the gas extraction system is not sized properly, then not later than 30 days after submission of the written evaluation report, Sunny Farms shall submit to Ohio EPA a plan to revise the gas extraction system to ensure that the system is sized properly. Upon Ohio EPA's concurrence, Sunny Farms shall implement the revised plan in accordance with a schedule to be agreed upon by Sunny Farms and Ohio EPA.

- G. By January 1st and July 1st each year, Sunny Farms shall report the concentration of carbon monoxide (ASTM D1946) at the five hottest gas wells that exceed 131 degrees Fahrenheit (131° F) at the Facility and submit the monitoring results to Ohio EPA and the Health Department.
- H. From the Effective Date, Sunny Farms shall perform monthly surface emission monitoring of all areas at the Facility where waste is disposed and where the final cap or Odor Control Blanket has not been constructed, including edges of the final cap and Odor Control Blanket. Sunny Farms is not required to conduct monthly surface emission monitoring at the working face, haul roads or on the final cap or Odor Control Blanket.
 - i. Sunny Farms shall conduct surface emission monitoring for methane pursuant to 40 C.F.R. 60.755 (c), with the following exceptions:
 - a. The exceedance methane concentration threshold shall be 100 parts per million (ppm) rather than 500 ppm;

- b. The serpentine pattern shall be conducted at approximate 50-foot spacing rather than a 100-foot spacing; and,
 - c. Jerome meter readings for H₂S shall be taken on the surface of the Facility at all locations with methane reading above 100 ppm.
- ii. Sunny Farms shall notify Ohio EPA and the Health Department not less than 24 hours before conducting surface emission monitoring.
 - iii. If Sunny Farms is unable to safely conduct surface emission monitoring in an area due to potentially dangerous conditions (such as snow or ice cover or overly saturated soil conditions), Sunny Farms may request Ohio EPA's approval to exclude such area from the monitoring pattern during the period that such potentially dangerous conditions exist.
 - iv. If there is an exceedance of methane above 100 ppm, Sunny Farms shall submit to Ohio EPA the results on a plan drawing showing the approximate location of each detection above 100 ppm.
 - v. If any exceedance of methane above 100 ppm occurs, Sunny Farms shall complete corrective actions within the timeframes prescribed within 40 C.F.R. 60.755 (c) with the following modifications:
 - a. Not later than 72 hours after detecting the exceedance of methane above 100 ppm, perform cover maintenance, adjust the vacuum of the adjacent wells to increase gas collection in the vicinity of each exceedance or take other corrective action and the location shall be re-monitored.
 - b. If the re-monitoring of the location shows a second exceedance of methane above 100 ppm, additional corrective action (i.e. re-adjust the vacuum, perform additional cover maintenance, etc.) shall be taken and the location shall be monitored again not later than 72 hours after the second exceedance.
 - c. If re-monitoring shows a third exceedance of methane above 100 ppm for the same location, Sunny Farms shall not later than 72 hours after the third exceedance, identify and delineate the portion of the Facility in which the exceedances are located. Not later than 45 days after the identification and delineation, Sunny Farms shall do at least one of the following:
 - 1. Install an additional 12-inches of intermediate cover in the portion of the Facility in which the exceedances are located that covers the delineated area and that extends 50 feet beyond the delineated area in each direction;

2. Install a new well or other collection device;
 3. Install a geomembrane liner or other type of odor control blanket that covers the delineated area and that extends 50 feet beyond the delineated area in each direction, in accordance with the specifications in Sunny Farms' current permit, or alternate specifications authorized by Ohio EPA in writing; or
 4. Sunny Farms may request an alternative remedy, such as upgrading the blower, header pipes or control device, and a corresponding timeline for installation by submitting a written request to Ohio EPA for written concurrence. Upon written concurrence from Ohio EPA, Sunny Farms shall implement the alternative remedy and corresponding timeline in accordance with the concurrence.
- vi. If there has not been an exceedance of methane above 100 ppm for a period of 3 consecutive months, Sunny Farms may request from Ohio EPA, in writing, to change the exceedance methane concentration threshold, or to reduce the frequency of such surface emission monitoring to quarterly. If the request is approved, and a change in circumstances occurs and there are H₂S levels that exceed 15 ppb detected off-site, Ohio EPA may require, in writing, that Sunny Farms return to the original monthly schedule or threshold specified above.
- I. From the Effective Date, Sunny Farms shall continue to implement a self-monitoring odor system at the Facility. The self-monitoring odor system shall include, but not be limited to, the following:
- i. The odor monitoring must be conducted two times daily, seven days a week, at dawn (5:00 am to 8:00 am), and at dusk (5:00 pm to 11:00 pm). Readings shall be taken with a Jerome meter at the monitoring locations identified in the Daily H₂S Monitoring Standard Operating Procedure, as amended April 1, 2019 or future amendments agreed to by Ohio EPA. If an initial reading at a location is less than 15 ppb H₂S, no additional readings must be taken. If an initial reading at a location exceeds 15 ppb, Sunny Farms may take two additional readings, at subsequent intervals when the previous reading is purged (not to exceed 3 minutes per interval) and record the average of the three readings.
 - ii. If no readings from Sunny Farms' self-monitoring odor system exceed 15 ppb (or an average of 15 ppb if three readings are taken) for a period of three consecutive months, Sunny Farms may request from Ohio EPA, in writing, to reduce the frequency of odor monitoring to two times per

day, five days a week during normal operating hours. If the request is approved, but then the H₂S readings exceed 15 ppb thereafter, Ohio EPA may require, in writing, that Sunny Farms return to two times daily, seven days a week, as described above, and Sunny Farms shall accordingly return to daily self-monitoring for odors.

- iii. Sunny Farms shall use a calibrated Jerome meter model capable of accurately measuring H₂S at 5 ppb for readings at the time of each monitoring event.
 - iv. Sunny Farms shall maintain, calibrate, and operate the Jerome meter in accordance with the manufacturer's specifications. Sunny Farms must create monitoring records that at a minimum include the date, time, and location of odor monitoring and calibration records and submit records to Ohio EPA and the Health Department monthly, by the 5th business day of the following month. Sunny Farms shall notify Ohio EPA and the Health Department within 24 hours if an average of three readings is 15 ppb H₂S or above.
- J. From the Effective Date, Sunny Farms shall maintain its Continuous Meteorological ("MET") Station. Sunny Farms shall ensure that the MET station does the following: (1) accurately measures temperature, wind speed, wind direction, and barometric pressure on a continuous basis; (2) records wind direction in one-degree increments; (3) has a data recording device capable of recording each reading; (4) records measurements every 10 minutes; and (5) generates hourly average data for all parameters. Sunny Farms shall provide real-time and all historical data to Ohio EPA and the Health Department electronically through a website.
- K. From the Effective Date, Sunny Farms shall continue to maintain a 24-hour a day, 7 days per week odor complaint telephone hotline that is operated by a third-party. Sunny Farms shall ensure the following:
- i. Upon receipt of any odor complaint, the third-party requests and, if provided, records information including, but not limited to, the date and time, complainant's name, location of the odor, and description and nature of the odor, and notifies Sunny Farms, the Health Department, and Ohio EPA by electronic mail promptly upon receipt of each odor complaint; and
 - ii. At the end of each month, the third-party provides a report to Sunny Farms, the Health Department, and Ohio EPA that compiles all complaints received during the month period. The report must be submitted electronically to email addresses provided to Sunny Farms from the Health Department and Ohio EPA.

- L. From the Effective Date, Sunny Farms shall investigate all complaints received to the extent possible. Sunny Farms shall submit to Ohio EPA an odor complaint form that documents Sunny Farms' actions taken to investigate and address each odor complaint, including any response actions taken to abate odors. Sunny Farms shall include the form in its odor complaint log and maintain the log at the Facility. Sunny Farms shall make the log available to Ohio EPA and the Health Department upon request.
- M. Within 30 days after collecting 3 off-site detections which exceed 15 ppb H₂S using a Jerome meter sampled by Sunny Farms, Ohio EPA or the Health Department within a calendar month, Sunny Farms shall re-assess all potential sources of odors at the Facility, including the flare configuration system and its operating parameters, and submit a report to Ohio EPA. The report shall also include a corrective measures plan that evaluates all practicable remediation measures, including modification of the H₂S remediation system if necessary, that are available to strictly control odors such that the Facility does not cause a nuisance or health hazard. Ohio EPA may require the evaluation of additional remediation measures.
- N. From the Effective Date, Sunny Farms shall maintain backup power sources for the landfill's gas extraction system to ensure continuous operation in the event of a power failure.
- O. From the Effective Date, Sunny Farms shall maintain a community outreach program, including a website, to notify the community as soon as practicable of any facility malfunction, power outage, or event that may cause the migration of odors beyond the Facility property. The odor hotline phone number shall be prominently included on Sunny Farms' website. Sunny Farms shall periodically, but at a minimum quarterly, update government officials and the community on actions taken by Sunny Farms to address such offsite odors.
- P. From the Effective Date, Sunny Farms shall notify Ohio EPA and the Health Department immediately upon discovery of any facility malfunction, power outage, or event that may cause the migration of nuisance odors beyond the landfill property.
- Q. From the Effective Date, Sunny Farms shall remove, at least once daily or more often if needed, mud, debris, and dirt, dragged onto Township Road 108 from Sunny Farms' vehicles, if any.
- R. By September 30, 2019, Sunny Farms shall submit to Ohio EPA, an alteration request to Permit #676460, as approved February 8, 2013, that specifies the following:
 - i. All vertical gas wells will be installed in landfill areas that are not at final grade (i.e. which would need to be raised) will be installed as

caisson wells;

- ii. Criteria specifying in future submittals when caisson wells, lateral or other wells will be installed in future phases;
 - iii. Criteria specifying that when caisson wells are vertically lifted, vacuum to the wells is re-established the same day and routed to the facility's landfill gas control system;
 - iv. Criteria specifying that during gas well drilling, collars with vacuum be utilized, and gas collected will be routed to the facility's landfill gas collection system;
 - v. Criteria specifying that vacuum be available with the necessary header lines in place in proximity to newly drilled gas wells such that vacuum can be applied to the well the same day it is installed;
 - vi. Criteria specifying that vacuum will be applied to each cell's leachate collection system when the waste depth in the cell reached 25 feet deep;
 - vii. Standard operating procedures for the operator to inspect and close down the facility each day to ensure there will be no overnight sources of H₂S and other landfill gas leaving the facility; and,
 - viii. Establishment of controls to minimize water contact with waste while ensuring the dust control system adequately controls dust emissions.
- S. By August 1, 2019, Sunny Farms shall maintain a litter fence to keep litter out of the pond east of the rail unloading building.
- T. By August 1, 2019, Sunny Farms shall ensure an emergency contact is available to Ohio EPA 24 hours a day, 7 days a week, to call in case of emergency. Sunny Farms shall ensure that Ohio EPA receives updated contact information each time the designated personnel are replaced.
- U. By September 1, 2019, Sunny Farms shall use a certified scale located at the Facility that is designed to allow all rail cars hauling waste received at the Facility to be accurately weighed and recorded, in accordance with Ohio Adm.Code 3745-27-19. The scale shall meet the specifications, tolerances, and regulatory requirements of R.C. Chapter 1327, and shall be inspected, tested, and approved in accordance with Ohio law.
- V. On Tuesdays from the Effective Date, Sunny Farms shall submit the daily log forms for the previous calendar work week to Ohio EPA and to the Health Department in the form of EXCEL spreadsheets or another agreed upon electronic format. In the event a Tuesday falls on a holiday, Defendant shall submit the

daily log forms for that previous workweek to Ohio EPA and the Health Department on the Wednesday following the Tuesday holiday.

- W. By September 1, 2019, Sunny Farms shall perform high definition video recordings of the unloading process for all rail cars. Sunny Farms shall provide access to the videos via internet to Ohio EPA and the Health Department upon request. Screenshot photos from the video recordings may also be provided to Ohio EPA and the Health Department upon request. Sunny Farms shall retain the video recordings for a minimum period of 90 days. Sunny Farms may implement alternate procedures for viewing the rail car unloading process upon written concurrence from Ohio EPA.

VI. CIVIL PENALTY

17. Under R.C. 3704.06 and 3734.13, Defendant is ordered to pay a civil penalty of \$1,700,000, subject to the provisions in this Order:

- A. Ohio EPA agrees that \$600,000 of the civil penalty will be placed in a trust, entitled "The Fostoria, Ohio Community Trust" solely for the purpose of improving public health and wellness in and around the Fostoria, Ohio community and/or for the protection, conservation, preservation, and enhancement of the air, water, public lands and natural resources in and around Fostoria, Ohio. To accomplish this, Defendant shall do all of the following:

- a. Within 30 days of the Effective Date of this Order, deposit \$600,000 in an escrow account with an independent financial institution and submit a proposed trust agreement/plan that designates an independent third-party trustee(s) for approval by the Director of Ohio EPA.
- b. Within 60 days, establish the trust pursuant to the approved agreement/plan.

- B. Defendant shall deliver, within 60 days of the date of the Effective Date of this Order, a cashier's or certified check in the amount of \$400,000 drawn on an

account with sufficient funds made payable to "Treasurer, State of Ohio" delivered to Sandra Finan, or her successor, Paralegal, Ohio Attorney General's Office, Environmental Enforcement Section, 30 East Broad Street, 25th Floor, Columbus, Ohio 43215. "Ohio EPA – Division of Air Pollution Control" shall appear on the face of the check. The Ohio Attorney General's Office may notify Defendant of any late payment.

C. Defendant shall deliver, within 60 days of the date of the Effective Date of this Order, a second cashier's or certified check in the amount of \$100,000 drawn on an account with sufficient funds made payable to "Treasurer, State of Ohio" delivered to Sandra Finan, or her successor, Paralegal, Ohio Attorney General's Office, Environmental Enforcement Section, 30 East Broad Street, 25th Floor, Columbus, Ohio 43215. "Ohio EPA – Division of Materials and Waste Management" shall appear on the face of the check. The check shall be deposited in the Environmental Protection Remediation Fund pursuant to R.C. 3734.281. The Ohio Attorney General's Office may notify Defendant of any late payment.

D. Defendant shall deliver, within 60 days of the date of the Effective Date of this Order, a third cashier's or certified check in the amount of \$600,000 drawn on an account with sufficient funds made payable to "Treasurer, State of Ohio" delivered to Sandra Finan, or her successor, Paralegal, Ohio Attorney General's Office, Environmental Enforcement Section, 30 East Broad Street, 25th Floor, Columbus, Ohio 43215. "Ohio EPA – Division of Materials and Waste Management – Fee civil penalty" shall appear on the face of the check. The check shall be deposited in the Environmental Protection Remediation Fund

pursuant to R.C. 3734.281. The Ohio Attorney General's Office may notify Defendant of any late payment.

18. If full payment of the civil penalty and any other amount due under this Consent Order is not received by the State in accordance with the terms of this Consent Order, the remaining unpaid balance of the total civil penalty and any other amount due, plus applicable interest under R.C. 131.02(D), shall become immediately due and owing. The remaining unpaid balance and delinquent payments shall accrue interest at the rate per annum required by R.C. 5703.47 calculated from the Effective Date of this Order.

19. If any amount is not paid in accordance with the terms of this Consent Order, the Attorney General may collect that amount under R.C. 131.02. Pursuant to R.C. 109.081, in addition to the outstanding balance due under this Consent Order, collection costs of ten percent shall be owing and fully recoverable from the Defendant to be paid into the State Treasury to the credit of the Attorney General Claims Fund.

20. The State reserves the right to file a certificate of judgment lien against Defendant for the remaining unpaid balance of the total civil penalty, plus applicable statutory interest and collection costs, if the full civil penalty payment is not paid according to the schedule in this Order. Defendant shall not be permitted to claim a force majeure as an excuse for any untimely payment or partial payment of an amount less than the full civil penalty as specified in this Order.

21. If Defendant files a petition for bankruptcy, the State of Ohio reserves the right to file a certificate of judgment lien against any person for the remaining unpaid balance of the total civil penalty, plus applicable statutory interest.

22. Compliance with Paragraph 17 above shall be a full accord and satisfaction of the Plaintiff's civil penalty and administrative penalty claims against Defendant for the violations and claims alleged in Plaintiff's Complaint (except Counts Seven and Eight), the Director's Interim Findings and Orders issued January 31, 2019 and this Order, including but not limited to the items addressed in Exhibit A.

VII. STIPULATED PENALTIES

23. If Defendant fails to comply with any of the requirements of this Order, with the exception of Paragraph 14, Defendant shall immediately and automatically be liable for and shall pay stipulated penalties under the following schedule for each failure to comply:

- A. Defendant shall pay three hundred dollars (\$300.00) per day for each day any requirement of this Order is violated up to the first thirty (30) days of violation;
- B. For each day any requirement of this Order is violated between thirty (30) days and ninety (90) days of violation, Defendant shall pay six hundred dollars (\$600.00) per day;
- C. For each day any requirement of this Order is violated greater than (90) days of violation, Defendant shall pay one thousand dollars (\$1,000.00) per day.

24. Stipulated penalties due under this Order shall be immediately due and owing without demand by the State and shall be paid by check or money order, payable to "Treasurer, State of Ohio" and delivered to Sandra Finan, Paralegal, or her successor, at the Office of the Ohio Attorney General, Environmental Enforcement Section, 30 East Broad Street, 25th Floor, Columbus, Ohio 43215.

25. Defendant's payment and Plaintiff's acceptance of such stipulated penalties under this Section shall not be construed to limit Plaintiff's authority, without exception, to seek: 1) additional relief under R.C. Chapter 3704, including civil penalties under R.C. 3704.06; 2) judicial enforcement of this Order for the same violations for which a stipulated penalty was

paid; or 3) sanctions for additional remedies, civil, criminal, or administrative, for violations of applicable laws.

26. Further, payment of stipulated penalties by Defendant shall not be an admission of liability by Defendant.

VIII. UNPAID FEES

27. On August 2, 2018, Defendant Sunny Farms and non-parties, Tunnel Hill Reclamation, LLC, and Tunnel Hill Partners, LP, voluntarily disclosed to Plaintiff that Defendant and Tunnel Hill Reclamation, LLC, had underreported the receipt of solid waste and construction and demolition debris entering their facilities located at 12500 West County Road 18, Fostoria, Seneca County, Ohio 44830, and 8822 Tunnel Hill Road, New Lexington, Perry County, Ohio 43764 from 2013 to 2018. In failing to report all tons entering the Facilities, Defendant and Tunnel Hill Reclamation, LLC, failed to pay fees applicable to such underreported tons.

28. Beginning in 2017 and continuing to present, Plaintiff and Defendant have been in administrative dispute resolution discussions pursuant to the Dispute Resolution Section of the July 24, 2008 Consent Order and Judgment Entry entered in the *State of Ohio ex .rel. Rogers v. Sunny Farms Landfill LLC, et.al.*, Case No. 07-CV-0694. The discussions have concerned the characterization of the waste in specific rail cars being delivered to the facility.

29. To resolve the Plaintiff's claims regarding the matters set forth above, Defendant is ordered to pay Plaintiff \$2,011,426 for fees. Full payment shall be made within 60 days of entering this Order. Such payment shall be made by delivering to Sandra Finan, Paralegal, or her successor, Office of the Ohio Attorney General, 30 E. Broad St., 25th Floor, Columbus, Ohio 43215, a certified check or checks for the appropriate amount, payable to the order of "Treasurer, State of Ohio."

30. The payment above constitutes only the fees owed to the State of Ohio and does not include or reflect fees owed or paid to any other parties.

IX. COMPLIANCE NOT DEPENDENT ON GRANTS OR LOANS

31. Performance of the terms of this Order by Defendant is not conditioned on the receipt of any private, Federal or State grants, loans, and/or funds. In addition, Defendant's performance is not excused by failing to obtain or any shortfall of any private, Federal or State grants, loans and/or funds or by the processing of any applications for the same.

X. FACILITY ACCESS

32. As of the Effective Date, the Ohio EPA and its representatives and contractors shall have access at reasonable times to the Facility, and shall have access to any other property controlled by or available to Defendant to which access is necessary to effectuate the actions required by this Order. Access shall be allowed for the purposes of conducting activities related to this Order including but not limited to:

- A. Monitoring the work or any other activities taking place at the Facility;
- B. Verifying any data or information submitted to Ohio EPA;
- C. Conducting investigations relating to contamination at or near the Facility;
- D. Obtaining samples;
- E. Assessing the need for, planning, or implementing additional response actions at or near the Facility;
- F. Inspecting and copying records, operating logs, contracts or other documents maintained or generated by Defendant or its agents, consistent with this Order and applicable law; or
- G. Assessing Defendant's compliance with this Order.

33. Nothing in this Order shall be construed to limit the statutory authority of the Director or his authorized representatives to enter at reasonable times upon the Facility or any other private

or public property, real or personal, to inspect or investigate, obtain samples and examine or copy any records to determine compliance with R.C. Chapter 3704.

XI. SUBMITTAL OF DOCUMENTS

34. All documents required to be submitted to Ohio EPA pursuant to this Order shall be submitted to the following addresses, or to such addresses as Ohio EPA may hereafter designate in writing:

Ohio EPA
Division of Air Pollution Control
50 West Town Street, Suite 700
Columbus, Ohio 43215
Attn:

or

Ohio EPA
Northwest District Office
Division of Materials and Waste Management
347 North Dunbridge Road
Bowling Green Ohio 43402
Attn: Mike Reiser

XII. EFFECT OF ORDER

35. This Order does not constitute authorization or approval of the construction, installation, modification, or operation of any air contaminant source, source operation, or any building, structure, facility, facility component, operation, installation, disposal or storage site, other physical facility, or real or personal property that emits or may emit any air pollutant or air contaminant not previously approved by Ohio EPA, under the Clean Air Act, or by a permitting authority or its delegates. Approval for any such construction, installation, modification, or operation shall be by permit issued by Ohio EPA or other such permits as may be required by applicable federal, state, or local laws, rules or regulations.

XIII. MODIFICATION

36. No modification shall be made to this Order without the written agreement of the Parties or without leave of the Court.

XIV. POTENTIAL FORCE MAJEURE

37. In the event that Defendant's performance of its obligations under this Order is or may be delayed due to factors beyond Defendant's reasonable control (including events such as adverse weather conditions, etc.), Defendant shall promptly notify Ohio EPA in writing. If Defendant demonstrates to the satisfaction of Ohio EPA that its performance of an obligation under this Order will be delayed due to factors beyond Defendant's reasonable control, the deadline for Defendant's performance of that obligation shall be extended for the time necessary to account for such delay, as determined by Ohio EPA based upon the facts and circumstances. Increased cost of compliance, among other circumstances, shall not be considered an event beyond the reasonable control of Defendant for purposes of this Order. Such deadline extensions by Ohio EPA under this Order shall not require modification of the terms of this Order or the approval of the Court.

XV. MISCELLANEOUS

38. Except with respect to the matters in Exhibit A, nothing in this Order shall affect Defendant's obligation to comply with all applicable federal, state or local laws, regulations, rules, ordinances, or orders.

39. Any acceptance by the State of Ohio of any payment, document, or other work due subsequent to the time that the obligation is due under this Order shall not relieve Defendant from the obligations created by this Order.

40. Defendant shall inform Ohio EPA of any change in Registered Agents' address and business addresses or telephone numbers, or the cessation of the business that is the subject of this action.

XVI. RETENTION OF JURISDICTION

41. This Court shall retain jurisdiction for the purpose of administering and enforcing this Order.

XVII. ENTRY OF ORDER AND FINAL JUDGMENT BY CLERK

42. Under Rule 58 of the Ohio Rules of Civil Procedure, upon signing this Order by the Court, the Clerk is directed to enter it upon the journal. Within three (3) days of entering the judgment upon the journal, the Clerk is directed to serve upon all Parties notice of the judgment and its date of entry upon the journal in the manner prescribed by Civ.R. 5(B) and note the service in the appearance docket. The failure of the Clerk to serve notice does not affect the validity of this Order.

XVIII. EFFECTIVE DATE

43. This Order shall be effective upon the date of its entry by the Court.

XIX. COURT COSTS

44. Defendant is ordered to pay all court costs of this action.

XX. AUTHORITY TO ENTER INTO THE ORDER

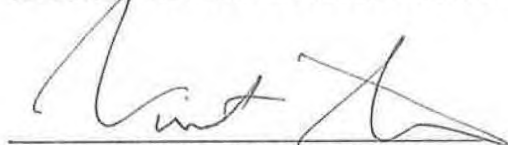
45. Each signatory represents and warrants he or she has been duly authorized to sign this document and is fully authorized to agree to its terms and conditions, and, in the case of a person signing on behalf of a corporate entity, may so legally bind the corporate entity to all terms and conditions in this document. By signing this Order, each signatory waives all rights of service of process for the underlying Complaint.

IT IS SO ORDERED.


JUDGE

26 July 2019
DATE

APPROVED AND AGREED TO BY:



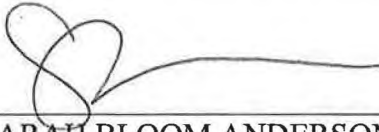
VINCENT ATRIANO (0041084)
KENDRA SHERMAN (0068070)
Squire Patton Boggs (US) LLP
2000 Huntington Center
41 S. High Street
Columbus, Ohio 43215

DALE PAPAJCIK(0036939)
LIANNE MANTIONE (0077057)
Squire Patton Boggs (US) LLP
4900 Key Tower
127 Public Square
Cleveland, Ohio 44114

*Counsel for Defendant Sunny Farms Landfill
LLC*


Authorized Representative of Sunny
Farms Landfill LLC

DAVE YOST
OHIO ATTORNEY GENERAL



SARAH BLOOM ANDERSON (0082817)

LAUREN N. CHISNER (0098048)

KARIA A. RUFFIN (0095929)

AARON FARMER (0080251)

Assistant Attorneys General

Environmental Enforcement Section

30 East Broad Street, 25th Floor

Columbus, Ohio 43215

(614) 466-2766

Sarah.Anderson@ohioattorneygeneral.gov

Lauren.Chisner@ohioattorneygeneral.gov

Karia.Ruffin@ohioattorneygeneral.gov

Aaron.Farmer@ohioattorneygeneral.gov

Counsel for Plaintiff, the State of Ohio

EXHIBIT A

All past, present or future disagreements, disputes and actual or potential claims, suits, actions, causes of action, assessments, demands, debts, damages, judgments, liabilities and obligations of any kind whatsoever, upon any legal or equitable theory, whether contractual, statutory, regulatory in nature or based upon any common law, local rule or authority or otherwise, concerning:

1. 1.16.18 Letter from Andrew Drumm (Ohio EPA) to James Lyon (Sunny Farms Landfill)
2. 3.12.2018 Waste Characterization Letter from Michael Reiser (Ohio EPA) to James Lyon (Sunny Farms Landfill)
3. 4.12.2018 Waste Characterization Letter from Michael Reiser (Ohio EPA) to James Lyon (Sunny Farms Landfill)
4. 5.9.18 Waste Characterization Letter from Michael Reiser (Ohio EPA) to James Lyon (Sunny Farms Landfill)
5. 12.20.18 Letter from Andrew Drumm (Ohio EPA) to Dave Seegert (Sunny Farms Landfill)
6. 12.20.18 Letter from Tyler Madeker (Ohio EPA) to James Lyon (Sunny Farms Landfill) NOD
7. 12.31.18 Letter from Tyler Madeker (Ohio EPA) to James Lyon (Sunny Farms Landfill)
8. 1.4.19 Letter from Tyler Madeker (Ohio EPA) to James Lyon (Sunny Farms Landfill)
9. 1.17.19 Letter from Andrew Drumm (Ohio EPA) to James Lyon (Sunny Farms Landfill)
10. 1.24.19 Letter from Matt Beckman (Seneca County General Health District) to James Lyon (Sunny Farms Landfill)
11. 1.25.19 Letter from Tyler Madeker (Ohio EPA) to James Lyon (Sunny Farms Landfill)
12. 1.30.19 Letter from Tyler Madeker (Ohio EPA) to James Lyon (Sunny Farms Landfill)
13. 2.6.19 Letter from Matt Beckman (Seneca County General Health District) to James Lyon (Sunny Farms Landfill)
14. 2.8.19 Letter from Tyler Madeker (Ohio EPA) to James Lyon (Sunny Farms Landfill)
15. 2.21.19 Letter from Tom Poffenbarger (Ohio EPA) to James Lyon (Sunny Farms Landfill)
16. 3.5.19 Letter from Tyler Madeker (Ohio EPA) to Dave Seegert (Sunny Farms Landfill)

17. 3.5.19 Letter from Michael Reiser (Ohio EPA) to Dave Seegert (Sunny Farms Landfill) NOV/ROV
18. 3.19.19 Letter from Andrew Drumm (Ohio EPA) to Dave Seegert (Sunny Farms Landfill) NOD
19. 3.22.19 Letter from Morgan Johnson (Ohio EPA) to Ed Brdicka (Sunny Farms Landfill)
20. 3.27.19 Letter from Tyler Madeker (Ohio EPA) to Dave Seegert (Sunny Farms Landfill) NOD
21. 4.11.19 Letter from Andrew Drumm (Ohio EPA) to Dave Seegert (Sunny Farms Landfill) NOD
22. 4.15.19 Letter from Tyler Madeker (Ohio EPA) to Dave Seegert (Sunny Farms Landfill)
23. 4.29.19 Letter from Morgan Johnson (Ohio EPA) to Ed Brdicka (Sunny Farms Landfill)
24. 6.14.19 Letter from Andrew Drumm (Ohio EPA) to Dave Seegert (Sunny Farms Landfill) NOD
25. The sulfur dioxide (SO₂) emissions limits in Sunny Farms Landfill Title V Permit No. P0117316 given the Consent Order sets forth requirements including preliminary SO₂ requirements under Paragraphs 15.A.a. through 15.A.c., the interim SO₂ emissions limit under Paragraph 15.A.d., the Control Technology and modeling requirements under Paragraphs 15.A.e. through Paragraph 15.A.h., and the SO₂ emissions limits under the new Permit issued as contemplated in Paragraph 15.A.i
26. The January 31, 2019 Director's Interim Findings and Orders
27. All matters related to the characterization, weighing, and/or reporting of any underreported waste, construction and demolition debris or other materials received at Sunny Farms Landfill or Tunnel Hill Reclamation Landfill voluntarily disclosed to Ohio EPA prior to the Effective Date, including but not limited to any fees relating thereto, including the disclosures in the 8.2.18 Voluntary Disclosure letter from Vince Atriano to Todd Anderson and the 7.24.19 Voluntary Disclosure email from Vince Atriano to Sarah Bloom Anderson.
28. All matters under the July 24, 2008 Consent Order and Judgment Entry entered in *State of Ohio ex rel. Rogers v. Sunny Farms Landfill LLC, et al.*, Case. No. 07-CV-0694 and the characterization or reporting of waste or construction and demolition debris and other materials received at Sunny Farms Landfill prior to the Effective Date thereunder.

APPENDIX A

Demonstrating Compliance with the SO₂ Interim Emissions Limitation

- A. Sunny Farms Landfill shall demonstrate compliance with the interim emissions limitation established pursuant to Paragraph 15.A.c. and 15.A.d. of this Consent Order by:
 - 1. measuring the Collected Landfill Gas flow rates as specified in Section C.3.d)(7)a. of the Sunny Farms Landfill Title V Permit No. P0117316;
 - 2. performing sampling and analysis of the Collected Landfill Gas as specified in Paragraph 15.B.a. of this Consent Order; and
 - 3. calculating sulfur dioxide (SO₂) emissions as specified in Section C.3.d)(7)c. of the Sunny Farms Landfill Title V Permit No. P0117316.
- B. Compliance with the SO₂ interim emissions limit will be demonstrated on a calendar-day basis.
- C. Compliance documentation for the SO₂ interim emissions limit will be reported to Ohio EPA in the Monthly Report as required in Paragraph 15.A.l. of this Consent Order.