

Environmental/Engineering

Item #	Recommendation	4/16/24 Response		Reference Source
1	<p>Comply with all requirements set out in 9VAC20-81-120.</p> <p>This addresses the following citizen concerns.</p> <ul style="list-style-type: none"> • Limitations in areas active fault • Defines the limitations of construction of sites near karst topography and sink holes • Defines limitations related to erosion control • Requires groundwater monitoring • Defines the offsets required for water sources, rivers, streams and wet lands 	<p>Paylor: The Developer will propose Engineering solutions to resolve such issue. DEQ will then determine if adequate or not.</p>		<p>DEQ Landfill Siting Requirements Citizens Advisory Committee</p>
2	<p>The county should not waive rights to comment or oppose any permits based on technical deficiencies. Some host agreements contain a provision wherein the host community waives the right to oppose the landfill permitting on technical grounds. KRC believe it is improper for a community to agree in a contract to support carte blanche the siting and permitting of a landfill, since the community has a responsibility to protect the public welfare. The right to review and comment on, and challenge if appropriate, any permitting action, is advisable.</p>	<p>Southard: The County will be allowed to Comment Only but not Oppose</p>		<p>Kentucky Resource Council (KY 101)</p>

3	Regulatory Agencies state that the County should have pre-Host agreement soils and groundwater analysis referencing DEQ regulations to establish the baseline on this particular site to avoid conflict and significant expenses later as the site may be contaminated.	BOS: Not Pre-Host but may assign Landfill Liaison to determine baseline after Host Agreement Signed		Discussion with DEQ
4	Establish a clear landfill Boundary such that all landfill operations occur within this boundary			Citizens Advisory Committee
5	Controls on waste that may have heavy metals or other properties that would compromise the liner			KY 101
6	Some Host Agreements prohibit Coal fly/bottom ash as cover material. Need to understand the science behind this to make a recommendation			Greenridge Host Agreement

Odor/Trash

Item #	Recommendation	4/16/24 Response		Reference Source
1	Establish a system for Odor Monitoring and Complaint Management (Host Community Agreement between the Town of Seneca Falls and Seneca Meadows, Inc. (SMI)) or Perinton, NY.	BOS: Will give serious consideration		DEQ SMI & Perinton, NY Host
2	Establish an Odor reporting system, be it online or by telephone with defined actions. For instance how quickly to investigate and action items based on the number and severity of the complaints, similar to Perinton, NY.	BOS: Will give serious consideration. No Action Items defined in Host Agreement, Paylor: Recourse is DEQ, Governor or AG		Perinton, NY Host
3	Any controls on transportation route deemed necessary by the community, as well as limitations on hours of operation. The Cabinet has made clear that it will not enforce hours of operation limits, and if this is a concern it should be spelled out in the agreement. (Host)			KY 101

4	<p>Define the amount of time that trucks or rail cars can sit before being off loaded.</p> <p>Penalties for any leakage that may impact waterways, Perinton, NY has significant experience and with their new Host Agreement, consider all rail cars from NYC as aged waste.</p>			Citizens Advisory Committee Perinton, NY Host
5	<p>Limitations on service area are important to allow for identification of problem waste generators and assure that the facility does not serve more than the negotiated and defined region. (KY 101)</p> <ul style="list-style-type: none"> Geographical limitations are common in VA, normally on a distance from the landfill basis. Although Greenridge is attempting to limit individual states. 	Southard: Unsure if possible or how to apply		KY 101, Greenridge & Maplewood Host
6	<p>Look to Perinton, NY Odor Control program for additional waste characterization and limitation. (Such as limit on Bio-Solids)</p>			Perinton, NY Host

Property Value Protection/Water

Item #	Recommendation	4/16/24 Response		Reference Source
1	<p>A pledge to provide compensation for any adjacent landowners for the diminution in value associated with proximity to the landfill in the event that they cannot sell the property for full value because of proximity to the landfill. (KY 101).</p> <ul style="list-style-type: none"> • Example in Town of Perinton and Waste Management of New York, LLC Host Community Agreement 	<p>Southard: BOS Decision</p> <p><i>Does this mean that this would be from Host Fees or Developers Liability?</i></p>		KY 101, Greenridge Host
2	<p>If there are groundwater users in the area of the proposed facility, water quality and quantity surveys should be required for groundwater wells within a fixed radius of the facility, and background samples should be drawn, with wells within a 1/2 mile radius should be sampled on a periodic basis to allow for prompt detection of contaminants migration. Water supply replacement without cost to the homeowner or user should be included as an obligation of the company in the event that it causes a decline in water quality or quantity to that homeowner or user.</p>	<p>BOS: Under Consideration to move all to Public Water within radius.</p> <p><i>Additional Discussion of extending to 1 mile per pending regulations.</i></p>		DEQ KY 101 Citizens Advisory Committee

Leachate

Item #	Recommendation	4/16/24 Response		Reference Source
1	The county should take no responsibility for the processing or receiving of Leachate. Leachate characteristics are very much dependent on landfill operation. For instance, an operation that maximizes methane generation tends to create soluble arsenic (Univ. of Arizona) and increase PFAS release as well as other aromatic hydrocarbons. Because of this operator controlled variable the landfill operator should be solely responsible for ensuring that all discharges meet current and future regulations. This is new territory but seems reasonable given published data from other landfills and the evolving science of balancing methane gas generation with effluent characteristics.	Southard: Language on Leachate in Host Agreement. Paylor: Leachate will have on site storage, either a tank or lagoon. Then will be processed at another facility. Not defined if RC WWTP or not.		Citizens Advisory Committee

Financial

Item #	Recommendation	4/16/24 Response		Reference Source
1	<p>Recommend that this is based on a percentage of the tipping fee per ton received</p> <p>Some Virginia Landfills have a sliding base fee based on tonnage and then increases as the COLI. This has proven inadequate as Tipping Fees have increased much faster than COLI, therefore some have imposed a base fee that is increased at a rate comparable to Tipping Fee increases that the specific landfill charges.</p> <p>The current tax of 5%/6.25% represents the maximum that can be imposed under that statutory authority but does not affect the ability of a community to negotiate a higher fee based on waste volume or other factors. (KY 101)</p> <ul style="list-style-type: none"> Recommend that this is based on a percentage of the tipping fee per ton received <p>10% of the Landfill Tipping fee is reasonable as others, Maplewood (Amelia County VA), Base + 80% of increase rate. Perinton, NY is at 8.25% of tipping fee increases.</p>	<p>Southard: Fixed Tipping Fee with Annual Adjustment</p> <p><i>What are the Annual Adjustments based upon?</i></p>		<p>KY 101, Maplewood (Amelia County, VA) Host Perinton, NY Host</p>

	Recommend annual minimum payment at the beginning of the year that can be recouped against payments for that year. Once the minimum payment is recouped then monthly payments based on the fee			
2	Royalty based on any gas sold, electricity sold, or tax credits from the landfill Some in Virginia are at a 10% Royalty, King & Queen County per County Financials	Southard: Valid Point will Consider		King & Queen County, VA
3	A portion of the revenue received from the Agreement will be designated to go directly to a fund for the county Fire Departments, will use these funds to purchase equipment necessary to be prepared for fire suppression and control at the Facility as well as provide better fire protection for the County	BOS: RC currently has equipment in place. RC will consider how to disperse funds		Citizens Advisory Committee

4	<p>A. A one-time payment upon execution of Host Agreement. (Host Community Agreement between the Town of Seneca Falls and Seneca Meadows, Inc. (SMI)).</p> <p>B. A one-time payment upon receipt of all necessary permits to construct the landfill.</p>	Southard: There are payments in the Host Agreement		Greenridge and Maplewood Host, SMI Host Many other Host
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5	<p>Provision should be made for development of a funded post-closure liability fund that will provide assurance of performance of remediation that might be required during the post-closure period. While state law requires that financial assurance be provided for the post-closure monitoring, there is no fund providing financial assurance for performance of corrective action in the event of releases from the facility in the post-closure period. To assure that there will be a fund to assure that the corrective action obligations do not fall to the county, as co-disposer of the waste, or to the state general fund, the Council recommends establishment of a funded post-closure corrective action assurance program. (KY 101) (Other in VA have a fund, Amelia & Suffolk)</p> <p>This fund should be linked to actual costs during the life of the project</p>	<p>Southard: Currently relying on DEQ Bonds & Insurance Policies</p> <p>Will investigate</p>		KY 101 Maplewood & Suffolk Host
6	<p>Host agreements should include a reservation of capacity, which is a reservation of sufficient airspace under permit to handle the anticipated annual waste generated by the county for the period of the plan and permit. In the event that the airspace is otherwise used, the agreement should provide that the facility will transport the county waste to another landfill at no additional cost to the county.</p>			KY 101

Legal

Item #	Recommendation	4/16/24 Response		Reference Source
1	Specifically this agreement must provide for all defense costs and judgements against the county for claims relating to the design, construction, use, operation or closure of the facility. Several lawsuits are currently pending, Perinton, NY, that are naming the community Elected Officials by name in the suit			KY 101 Citizens Advisory Committee
2	The agreement should contain a clause under which the landfill indemnifies the community from any claims made against the community for its' disposal of waste at the landfill or any other claims relating to the design, construction, use, operation or closure of the facility.(KY 101)			KY 101

3	<p>Prior notice and approval by the host community should be required for any transfers of ownership or control of the facility. Host agreements can provide for prior notice to and approval by the county of any transfer of the facility to another entity or change in ownership or "key personnel". The transfer should be effective only where the transferee receives approval from the County, but also agrees to abide by all of the terms and conditions of the host agreement, posts replacement insurance and any other financial instruments required by the host agreement, and also demonstrates the financial, managerial and technical capability to manage the facility in accordance with law and the host agreement. (KY 101)</p>	<p>Southard:Agreed in Principle</p>		<p>KY 101 Many other Host Agreements such as Maplewood and Greenridge</p>
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Landfill Liason

Item #	Recommendation	4/16/24 Response		Reference Source
1	Should be experience qualified and have no ties/alliance with County Officials or the Company. King & Queen County stated that Code states an Employee of the County, so theirs is a County Employee	BOS: Agreed, anticipate hiring Engineering Firm		DEQ King & Queen County Citizens Advisory
2	Regulatory Agencies suggest that we clearly define the job responsibilities and authority for the Landfill Liaison in the Host Agreement. This is a critical step and one that we will be setting the benchmark as none currently exist in SW Virginia. Suggest developing a Critical Process Analysis to define the CTQ's tasks and frequency to include in the Host Agreement. This is very important	BOS/Paylor: Not in the Host Agreement but in Separate Job Description		DEQ Citizens Advisory Committee