



COLORADO
Department of Public
Health & Environment

Dedicated to protecting and improving the health and environment of the people of Colorado



August 1, 2017

Mr. Marlin Mullet
Chief Executive Officer
Twin Landfill Corporation
P.O. Box 774362
Steamboat Springs, CO 80477

Certified Mail # 7016 1370 0000 0816 0914
Return Receipt Requested

RE: Final Compliance Order on Consent for the Milner Landfill

Dear Mr. Mullet:

Enclosed please find two (2) executed copies of the Final Compliance Order on Consent between the Colorado Department of Public Health and Environment, Hazardous Materials and Waste Management Division (the "Division") and Twin Landfill Corporation ("Twin Enviro") regarding the Milner Landfill. Please have Mr. Liman sign both copies as soon as possible. Keep one copy for your records and return the other copy to the Division at the address listed below.

We appreciate your efforts to finalize the Order. If you have any questions regarding the enclosed item, please contact me at (303) 692-3386.

Sincerely,

Edward Smith, Compliance Assurance Unit Leader
Solid Waste and Materials Management Program
Hazardous Materials and Waste Management

Enclosure

cc w/ enclosure: Les Liman, Twin Landfill Corporation
Brian Long, HMWMD
Dan Miller, Office of the Attorney General
Luke Schneider, Twin Landfill Corporation
Curt Stovall, HMWMD



COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT

HAZARDOUS MATERIALS AND WASTE MANAGEMENT DIVISION

COMPLIANCE ORDER ON CONSENT

Number: 17-08-01-01

IN THE MATTER OF TWIN LANDFILL CORPORATION and THE MILNER LANDFILL

The Colorado Department of Public Health and Environment (“CDPHE”), through the Hazardous Materials and Waste Management Division (“Division”), issues this Compliance Order on Consent (“Consent Order”), pursuant to the Division’s authority under section 30-20-113, C.R.S. of the Colorado Solid Wastes Disposal Sites and Facilities Act (“the Act”) sections 30-20-100.5 to 123, C.R.S., and its implementing regulations, 6 CCR 1007-2 (“the Regulations”), with the express consent of Twin Landfill Corporation d/b/a Twin Enviro. The Division and Twin Landfill Corporation may be referred to collectively as “the Parties.”

STATEMENT OF PURPOSE

1. The mutual objectives of the Parties in entering into this Consent Order are:
 - a. To establish compliance requirements and criteria for the continued operation of Twin Landfill Corporation’s Milner Landfill facility (the “Landfill” or the “Facility”) located at 20650 County Road 205, Steamboat Springs, CO 80487 in Routt County, Colorado; and
 - b. To resolve the violations of the Act and the Regulations cited herein and in a Compliance Advisory issued to Twin Enviro by the Division on August 8, 2016.

DIVISION'S FINDINGS OF FACT AND DETERMINATION OF VIOLATIONS

2. Based upon the Division's investigation into and review of the compliance issues identified herein, and in accordance with section 30-20-113, C.R.S., the Division has made the following determinations regarding violations of the Act and the Regulations associated with Twin Landfill Corporation's operation of the Facility.
3. At all times relevant to the violations cited herein, Twin Landfill Corporation was a Colorado corporation in good standing and registered to conduct business in the State of Colorado. The Colorado Secretary of State Business Center records list September 5, 1984 as the formation date of the corporation and February 27, 2003 as the formation date of the Twin Enviro trade name. The principal street address location for Twin Landfill Corporation is 20650 County Road 205, Milner CO 80487.
4. The Milner Landfill is a municipal solid waste landfill located off of County Road 205 approximately one mile west of Milner, Colorado and approximately twelve miles west of Steamboat Springs, Colorado on U.S. Highway 40. The Facility is situated within an area of abandoned strip pits resulting from unreclaimed coal mining operations. Routt County conducted land filling operations at the site after mining operations ceased in the 1960's. The Facility consists of an approximately 165-acre parcel located within Sections 16 and 21, Township 6 North, and Range 86 West of the 6th Principal Meridian (P.M.) in Routt County, Colorado.
5. Twin Landfill Corporation commenced operations at the Facility in 1984 and has continuously operated the Facility since that date.
6. Twin Landfill Corporation is the "owner" and the "operator" of the Facility, as those terms are defined in the Regulations.
7. As defined in section 1.2 of the Regulations, "Adequate cover" means:
 - (a) Daily cover: At least six inches (6") of earthen material or other suitable material placed over the exposed solid waste at the end of each operating day, or at such frequencies as needed to prevent or minimize nuisance conditions, and
 - (b) Intermediate cover: At least one foot (1') of earthen material or other suitable material placed over solid wastes in areas left temporarily unused for at least one month, but not finally closed; and
 - (c) Final cover: Final cover design should be selected from alternatives presented in Subsection 3.5.3.
8. "Solid waste disposal" means the storage, treatment, utilization, processing, or final disposal of solid wastes. (section 30-20-101(7), C.R.S.; 6 CCR 1007-2, section 1.2).

9. The Facility is a “solid wastes disposal site and facility” as defined under the Act and the Regulations (section 30-20-101(8), C.R.S.; 6 CCR 1007-2, section 1.2).
10. The Board of County Commissioners for Routt County, Colorado (the “Board”) is the governing body having jurisdiction over issuance of a certificate of designation (CD) for the disposal of solid wastes at the Facility.
11. The Board issued a CD for the disposal of solid wastes to the Facility on June 27, 1983. The CD has been amended multiple times since its issuance. The Facility currently operates under an Amendment to the CD issued by the Board on September 14, 2010, subject to the terms and conditions set forth in Special Use Permit #PL-15-1016 (August 28, 2015). Permitted operations at the Facility include landfill operations, composting, liquid waste solidification, a gravel pit for onsite landfill purposes, and recycling operations.
12. On May 12, 2016, the Division conducted an inspection, pursuant to the Division's authority under section 30-20-113(6), C.R.S., at the Facility for the purpose of determining compliance with the Act, the Regulations in effect at the time of the inspection, and the Facility’s approved Engineering Design and Operations Plan (EDOP) (dated 12/13/2003), and approved by the Division on May 13, 2004. The EDOP has been amended multiple times since 12/13/2003.
13. On August 8, 2016, the Division issued a Compliance Advisory to Twin Enviro Services for violations of the Act and the Regulations observed at the time of the May 12, 2016 inspection of the Facility.
14. On September 15, 2016, the Division received an e-mail response from Twin Landfill Corporation addressing the violations outlined in the Division’s Compliance Advisory.
15. On September 20, 2016, the Division held a compliance conference with representatives of Twin Landfill Corporation to discuss the August 8, 2016 Compliance Advisory.
16. Violation #1: Twin Landfill Corporation failed to maintain adequate records and an Operation Log for the solidification basin at the Facility, in violation of section 5.4.2 (Waste Acceptance, Documentation and Record Keeping) and section 5.4.3.3 (Operation Log) of the Facility’s EDOP. Specific EDOP violations identified at the time of inspection included:
 - a. Section 5.4.1.2 (Random Sampling) – Failure to perform the required random sampling;
 - b. Section 5.4.1.5 (Compatibility of Different Liquid Wastes When Mixed – Reactivity) – Failure to perform reactivity testing;

- c. 6 CCR 1007-2, Section 2.4 & Section 5.4.3.2 (Waste Solidification) – Failure to collect the required paint filter test for all solidification events prior to loads leaving the solidification basin to be disposed of in the landfill.
17. Violation #2: Twin Landfill Corporation failed to submit leachate monitoring records to the Division in conjunction with groundwater monitoring records for the Facility, in violation of 6 CCR 1007-2, Section 1.3.9 and Sections 4.4.6.2 (Leachate Collection and Removal System (LCRS) Operations), 4.5.4. (Leachate Seep Management), 4.5.5. (Leachate Storage and Disposal), and 6.5.3 (Monitoring Well and Leachate Sampling Schedule and Frequency) of the approved EDOP as modified by the Division's May 17, 2010 letter titled: Final Agency Action: Recommendation for Approval of Certificate of Designation Application with Modifications to the Proposed Design, Operation, and Closure Plan Amendment.
18. Violation #3: At the time of inspection, Twin Landfill Corporation had failed to provide adequate interim/intermediate cover in several areas surrounding the working face of the landfill, in violation of 6 CCR 1007-2, Section 2.1.10 and Section 4.4.7 (Refuse Cell Construction) of the approved EDOP.
19. Violation #4: At the time of inspection, Twin Landfill Corporation had failed to adequately maintain the Facility's storm water control system to appropriately control run-off from the site, in violation of 6 CCR 1007-2, Sections 2.1.6 and 14.3.3 and Section 4.6 (Surface Water Drainage Control) of the approved EDOP. Twin Landfill Corporation also failed to update its Stormwater Management Plan and implement required erosion control measures at the Facility, in violation of the Facility's Water Quality Control Division (WQCD) General Permit Number COR900000.
20. Violation #5: At the time of inspection, Twin Landfill Corporation had failed to prevent the ponding of water in the area west of the active working face of the Landfill, in violation of 6 CCR 1007-2, Section 2.1.10.
21. Violation #6: At the time of inspection, Twin Landfill Corporation had failed to ensure that friable asbestos was covered with a minimum of nine (9) inches of soil or eighteen (18) inches of non-asbestos cover material within twenty-four (24) hours of receipt in the friable asbestos disposal area at the Facility, in violation of 6 CCR 1007-2, Section 5.3.7.
22. Violation #7: At the time of inspection, Twin Landfill Corporation was using a trench adjacent to the mixing basin in the solidification basin area at the Facility for the storage of fly ash materials. The fly ash storage area was not constructed per the approved design (Figure SB-1) of the Facility's Solidification Basin, in violation of Section 5.4.4 (Solidification Facility Design) of the approved EDOP.

23. Violation #8: At the time of inspection, Twin Landfill Corporation had failed to ensure that the low permeability work pad in the composting area was sloped and/or maintained to provide drainage to the leachate collection pond to prevent the potential for ponding of water or leachate, in violation of 6 CCR 1007-2, Section 14.3.1(C) and section 5.5.2.1 (Compost Mixing Pad) of the approved EDOP. Twin Landfill Corporation also failed to ensure that the mixing pad was lined with a minimum of 18 inches of compacted cohesive soil overlain with 4 inches of wood chips, in violation of Section 5.5.2.1 (Compost and Mixing Pad) of the approved EDOP amendment titled: Milner Landfill Compost Design Operations and Closure Plan Amendment dated March 31, 2009, as approved with modifications by the Division on December 21, 2010.
24. Violation #9: Two borrow areas for the Landfill observed at the time of inspection were noted to be present outside of the CD boundary for the Facility. Twin Landfill Corporation failed to have these borrow areas permitted by the Division of Mining Reclamation and Safety, and failed to include these areas in the Facility's EDOP, in violation of 6 CCR 1007-2, Section 1.3.9.

ORDER and AGREEMENT

25. Based on the foregoing factual and legal determinations, pursuant to its authority under section 30-20-113, C.R.S., and as a result of the violations cited herein, the Division orders Twin Landfill Corporation to comply with all provisions of this Consent Order, including all requirements set forth below.
26. Twin Landfill Corporation agrees to the terms and conditions of this Consent Order. Twin Landfill Corporation agrees that this Consent Order constitutes an order issued pursuant to section 30-20-113, C.R.S., and is an enforceable requirement of Part 1 of the Act. Twin Landfill Corporation also agrees not to challenge directly or collaterally, in any judicial or administrative proceeding brought by the Division to enforce this Consent Order or by Twin Landfill Corporation against the Division:
 - a. the issuance of this Consent Order;
 - b. the factual and legal determinations made by the Division herein; and
 - c. the Division's authority to bring, or the court's jurisdiction to hear, any action to enforce the terms of this Consent Order under the Act.
27. Notwithstanding the above, Twin Enviro Services does not admit to any of the factual or legal determinations made by the Division herein, and any action undertaken by Twin Enviro Services pursuant to this Consent Order shall not constitute evidence of fault by Twin Enviro Services with respect to the conditions of the Facility. Twin Enviro

Services expressly reserves its rights to deny any of the Division's factual or legal determinations or defend itself in any other third party proceeding relating to the information identified in this Consent Order.

Compliance Requirements

28. Unless otherwise specified below, all compliance requirements are effective upon the effective date of this Consent Order.
29. Violation #1: Twin Landfill Corporation shall ensure that adequate records and an Operation Log for the solidification basin are maintained for the Facility, in accordance with the Facility's EDOP.
30. Violation #2: Within ninety (90) calendar days of the effective date of this Consent Order, Twin Landfill Corporation shall submit a revised section of the EDOP detailing leachate collection, management, documentation/recordkeeping, and removal operations for the Facility. Twin Landfill Corporation shall ensure that leachate monitoring records are submitted to the Division in accordance with 6 CCR 1007-2, Section 3.2.5 and the approved EDOP.
31. Violation #3: Twin Landfill Corporation shall ensure that adequate interim/intermediate cover (i.e., at least one foot (1') of earthen material or other suitable material) is placed over solid wastes in areas at the Facility that are left temporarily unused for at least one month, but not finally closed, in accordance with 6 CCR 1007-2, Sections 1.2 (Adequate Cover), 2.1.10 and the approved EDOP.
32. Violation #4: : Twin Landfill Corporation shall ensure that the Facility's storm water control system is adequately maintained to appropriately control run-off from the site, in accordance with 6 CCR 1007-2, Sections 2.1.6 and 14.4.5(D) and the approved EDOP. Within sixty (60) calendar days of the effective date of this Consent Order, Twin Landfill Corporation shall submit an updated Stormwater Management Plan (SWMP) to the Department for review and approval for implementing required erosion control measures at the Facility, in accordance with the Facility's Water Quality Control Division (WQCD) General Permit Number COR900000.
33. Violation #5: Twin Landfill Corporation shall ensure that adequate cover as described in Section 3.3.5 of the Regulations is provided to prevent the ponding of water, wind erosion and water pollution at the Facility, in accordance with 6 CCR 1007-2, Section 2.1.10.

34. Violation #6: Twin Landfill Corporation shall ensure that friable asbestos is covered with a minimum of nine (9) inches of soil or eighteen (18) inches of non-asbestos cover material within twenty-four (24) hours of receipt at the Facility, in accordance with 6 CCR 1007-2, Section 5.3.7. Twin Landfill Corporation shall ensure that non-friable waste is covered with a minimum of nine inches (9") of soil or eighteen inches (18") of non-asbestos cover material within 24 hours of receipt at the Facility, in accordance with 6 CCR 1007-2, Section 5.2.1.
35. Violation #7: Within ninety (90) calendar days of the effective date of this Consent Order, Twin Landfill Corporation shall submit a revised section of the EDOP detailing design specifications, surrounding engineered features, documentation/recordkeeping, and operations pertaining to the solidification basin at the Facility. The Solidification Basin EDOP Amendment must include a schedule to return the solidification basin, and its surrounding engineered features, to their designed specifications. This submittal must include: a) a description of how the Facility will operate and maintain the fly ash storage area to avoid damage to the containment berms, and b) procedures for managing stormwater that comes in contact with fly ash and preventing ponding of stormwater in the fly ash storage area. Any construction must be performed and tested in accordance with requirements of the Facility's Construction Quality Assurance Quality Control Plan, and the documentation submitted to the Division must be certified by a Colorado-registered professional engineer.
36. Violation #8: Twin Landfill Corporation shall ensure that the low permeability work pad in the composting area at the Facility is sloped and/or maintained to provide drainage to the leachate collection pond to prevent the potential for ponding of water or leachate, in accordance with 6 CCR 1007-2, Section 14.4.4(B)(5) and the approved EDOP. Twin Landfill Corporation shall also ensure that the mixing pad is lined in accordance with the approved EDOP.
37. Violation #9: Within one hundred eighty (180) calendar days of the effective date of this Consent Order, Twin Landfill Corporation shall submit an update to the Facility's EDOP. This update must include the revisions cited above and design and operations criteria for all of the Facility's borrow areas.
38. All documents submitted under this Consent Order shall use the same titles as stated in this Consent Order, and shall reference both the number of this Consent Order and the number of the paragraph pursuant to which the document is required. No plan submitted for Division approval under this Consent Order may be implemented unless and until written approval is received from the Division. Any approval by the Division of a plan submitted under this Consent Order is effective upon receipt by Twin Landfill Corporation. All approved plans, including all procedures and schedules contained in the

plans, are hereby incorporated into this Consent Order, and shall constitute enforceable requirements under the Act.

Administrative Penalty and Supplemental Environmental Project Requirements

39. In addition to all other funds necessary to comply with the requirements of this Consent Order, Twin Landfill Corporation agrees to spend Thirty Thousand Seven Hundred and Four Dollars (\$30,704) in the form of penalties and expenditures on Supplemental Environmental Projects (“SEPs”), in order to achieve settlement of this matter.
40. Based upon the penalty adjustment factors set forth in the Division’s Solid Waste Penalty Policy, and consistent with other Departmental policies for violations of the Act and its implementing regulations, the Parties agree that Twin Landfill Corporation will pay Fifteen Thousand Three Hundred and Fifty Two Dollars (\$15,352) in penalties. Twin Landfill Corporation agrees to make the payment within thirty (30) days of the effective date of this Consent Order. Method of payment shall be by certified or cashier’s check drawn to the order of “Colorado Department of Public Health and Environment,” and delivered to the attention of Randy Perila, Colorado Department of Public Health and Environment, Hazardous Materials and Waste Management Division, Mail Code: HMWMD-B2, 4300 Cherry Creek Drive South, Denver, Colorado 80246-1530.

Supplemental Environmental Project Requirements

41. In order to settle the matters contained herein, Twin Landfill Corporation shall also perform a Supplemental Environmental Project (SEP). Twin Landfill Corporation’s total expenditure for the SEP shall be not less than Fifteen Thousand Three Hundred and Fifty Two Dollars (\$15,352). Twin Landfill Corporation’s total expenditure for the SEP may exceed \$15,352 following the application of the multiplier to the base penalty. The multiplier shall be determined, consistent with CDPHE SEP Policy, once a SEP Proposal has been submitted to the Department for approval. Twin Landfill Corporation shall include the following language in any public statement, oral or written, making reference to the SEP: “This project was undertaken in connection with the settlement of an enforcement action taken by the Colorado Department of Public Health and Environment for violations of the Colorado Solid Waste Act.”
42. Twin Landfill Corporation shall undertake a Department-approved SEP, which the Parties agree is intended to secure significant environmental or public health protection and improvements:
 - a. Within sixty (60) calendar days of the effective date of this Consent Order, Twin Landfill Corporation shall submit a fully implementable SEP proposal to the

Department for review and potential approval. Twin Landfill Corporation's SEP proposal shall be submitted to the Department's SEP coordinator on the applicable Department SEP Proposal Form ("the SEP Agreement"), and shall be fully consistent with the Department's AGENCY-WIDE SUPPLEMENTAL ENVIRONMENTAL PROJECTS POLICY, dated May 9, 2008. Twin Landfill Corporation's total monetary expenditure for the SEP(s) shall be in accordance with the Department's approval but in no event shall be less than \$15,352. Twin Landfill Corporation agrees that if, for any reason, it does not obtain the Department's approval of a SEP proposal within sixty (60) calendar days of the effective date of this Consent Order, Twin Landfill Corporation shall remit payment of the remaining \$15,352 administrative penalty assessment to the Division and cease further efforts to implement a SEP. Twin Landfill Corporation shall not deduct the payment of the SEP donation provided for in this paragraph for any tax purpose or otherwise obtain any favorable tax treatment of such payment or project.

- b. Twin Landfill Corporation hereby certifies that, as of the date of this Consent Order, it is not under any existing legal obligation to perform or develop the SEP. Twin Landfill Corporation further certifies that it has not received, and will not receive, credit in any other enforcement action for the SEP. In the event that Twin Landfill Corporation has, or will receive credit in any other legal obligation for the SEP, Twin Landfill Corporation shall pay Fifteen Thousand Three Hundred and Fifty Two Dollars (\$15,352) to the Division as a penalty within thirty (30) calendar days of receipt of a demand for payment by the Division. Method of payment shall be as specified in paragraph 40 above.
- c. Twin Landfill Corporation shall submit a SEP Completion Report to the Division consistent with the SEP Agreement. The SEP Report shall contain the following information:
 - i. A detailed description of the SEP as implemented;
 - ii. A description of any operating problems encountered and the solutions thereto;
 - iii. Itemized costs, documented by copies of purchase orders and receipts or canceled checks;
 - iv. Certification that the SEP has been fully implemented pursuant to the provisions of this Consent Order; and
 - v. A description of the environmental and public health benefits resulting from implementation of the SEP (with quantification of the benefits and pollutant reductions, if feasible).

- d. Failure to submit the Completion Report with the required information, or any periodic report, shall be deemed a violation of this Consent Order.
43. All SEPs must be completed to the satisfaction of the Division. In the event that Twin Landfill Corporation fails to comply with any of the terms or provisions of this Consent Order relating to the performance of the SEP, Twin Landfill Corporation shall be liable for penalties as follows:
- a. Payment of a penalty in the amount of Fifteen Thousand Three Hundred and Fifty Two Dollars (\$15,352). The Division, in its sole discretion, may elect to reduce this penalty for environmental benefits created by the partial performance of the SEP.
 - b. Twin Landfill Corporation shall pay this penalty within fifteen (15) days of receipt of written demand by the Division. Method of payment shall be as specified in paragraph 40 above.

SCOPE AND EFFECT OF CONSENT ORDER

44. The Parties agree and acknowledge that this Consent Order constitutes a full and final settlement of the violations cited herein. This Consent Order is final agency action for purposes of the Colorado Administrative Procedure Act, § 24-4-101 et seq., C.R.S. The Division may enforce this Consent Order in District Court and may seek civil penalties of up to Ten Thousand Dollars (\$10,000) per violation for each day of any violation of this Consent Order. Alternatively, the Division may seek administrative penalties for any violation of this Consent Order as provided by section 30-20-113, C.R.S.
45. The Parties' obligations under this Consent Order are limited to the matters expressly stated herein or in approved submissions required hereunder. All submissions made pursuant to this Consent Order are incorporated into this Consent Order and become enforceable under the terms of this Consent Order as of the date of approval by the Division.
46. The Division's approval of any submission, standard, or action under this Consent Order shall not constitute a defense to, or an excuse for, any prior violation of the Act, or any subsequent violation of any requirement of this Consent Order, the Act, or the Regulations.
47. Notwithstanding paragraph 27 above or 51 below, the violations described in this Consent Order will constitute part of Twin Landfill Corporation's compliance history.

48. Twin Landfill Corporation shall comply with all applicable Federal, State, and/or local laws in fulfillment of its obligations hereunder and shall obtain all necessary approvals and/or permits to conduct the activities required by this Consent Order. The Division makes no representation with respect to approvals and/or permits required by Federal, State, or local laws other than those specifically referred to herein.

**LIMITATIONS, RELEASES AND RESERVATION OF
RIGHTS AND LIABILITY**

49. Upon the effective date of this Consent Order, and until the Division approves completion of all required actions in this Consent Order, this Consent Order shall stand in lieu of any other enforcement action by the Division with respect to the specific instances of violations cited herein and in the compliance advisory cited in paragraph 1.b. The Division reserves the right to bring any action to enforce this Consent Order, including actions for penalties and/or injunctive relief.
50. This Consent Order does not grant any release of liability for any violations not specifically cited herein.
51. Twin Landfill Corporation reserves its rights and defenses regarding the Facility other than as set forth in paragraph 26.
52. Nothing in this Consent Order shall preclude the Division from imposing additional requirements necessary to protect human health or the environment and to effectuate the purposes of this Consent Order. Nor shall anything in this Consent Order preclude the Division from imposing additional requirements in the event that additional information is discovered that indicates such requirements are necessary to protect human health or the environment.
53. Twin Landfill Corporation releases and covenants not to sue the State of Colorado or its employees, agents or representatives as to all common law or statutory claims or counterclaims or for any injuries or damages to persons or property resulting from acts or omissions of Twin Landfill Corporation, or those acting for or on behalf of Twin Landfill Corporation, including its officers, employees, agents, successors, representatives, contractors, consultants or attorneys in carrying out activities pursuant to this Consent Order. Twin Landfill Corporation shall not hold out the State of Colorado or its employees, agents or representatives as (a) a party to any contract entered into by Twin Landfill Corporation in carrying out activities pursuant to this Consent Order; or (b) an owner or operator of the Facility. Nothing in this Consent Order shall constitute an express or implied waiver of immunity otherwise applicable to the State of Colorado, its employees, agents or representatives.

OFFSITE ACCESS

54. To the extent any plan submitted by Twin Landfill Corporation requires access to property not owned or controlled by Twin Landfill Corporation, Twin Landfill Corporation shall use its best efforts to obtain site access from the present owners of such property to conduct required activities, and to allow Division access to such property to oversee such activities. In the event that site access is not obtained when necessary, Twin Landfill Corporation shall notify the Division in writing regarding its best efforts and its failure to obtain such access.

SITE ACCESS AND SAMPLING

55. The Division shall be permitted to oversee any and all work being performed under this Consent Order. The Division shall be permitted access to the Facility property at any time work is being conducted pursuant to this Consent Order, and during reasonable business hours during any period work is not being conducted, for the purposes of determining Twin Landfill Corporation's compliance with the Act, the Regulations, and this Consent Order. The Division shall be permitted to inspect work sites, operating and field logs, contracts, manifests, shipping records, and other relevant records and documents relating to this Consent Order or any requirement under this Consent Order and to interview Twin Landfill Corporation personnel and contractors performing work required by this Consent Order. Nothing in this paragraph limits or impairs the Division's statutory authorities to enter and inspect the Facility.
56. The Division may conduct any tests necessary to ensure compliance with this Consent Order and to verify the data submitted by Twin Landfill Corporation. Twin Landfill Corporation shall notify the Division in writing of any sampling activities undertaken pursuant to any plan or requirement of this Consent Order a minimum of seventy-two (72) hours prior to the sampling being conducted, and shall provide split samples to the Division upon request.
57. Twin Landfill Corporation shall notify the Division in writing of any excavation, construction (including the construction of monitoring wells) or other investigatory or remedial activities undertaken pursuant to any plan or requirement of this Consent Order a minimum of seventy-two (72) hours prior to beginning the excavation, construction, or required activity. Twin Landfill Corporation shall provide the Division any blue print, diagram, construction or other permits for any construction activity undertaken pursuant to this Consent Order upon request.

FORCE MAJEURE

58. Twin Landfill Corporation shall perform the requirements of this Consent Order within the schedules and time limits set forth herein and in any approved plan unless the performance is prevented or delayed by events that constitute a force majeure. A force majeure is defined as any event arising from causes which are not reasonably foreseeable, which are beyond the control of Twin Landfill Corporation, and which cannot be overcome by due diligence.
59. Within seventy-two (72) hours of the time that Twin Landfill Corporation knows or has reason to know of the occurrence of any event which Twin Landfill Corporation has reason to believe may prevent Twin Landfill Corporation from timely compliance with any requirement under this Consent Order, Twin Landfill Corporation shall provide verbal notification to the Division. Within seven (7) calendar days of the time that Twin Landfill Corporation knows or has reason to know of the occurrence of such event, Twin Landfill Corporation shall submit to the Division a written description of the event causing the delay, the reasons for and the expected duration of the delay, and actions which will be taken to mitigate the duration of the delay.
60. The burden of proving that any delay was caused by a force majeure shall at all times rest with Twin Landfill Corporation. If the Division agrees that a force majeure has occurred, the Division will so notify Twin Landfill Corporation. The Division will also approve or disapprove of Twin Landfill Corporation's proposed actions for mitigating the delay. If the Division does not agree that a force majeure has occurred, or if the Division disapproves of Twin Landfill Corporation's proposed actions for mitigating the delay, it shall provide a written explanation of its determination to Twin Landfill Corporation. Pursuant to the Dispute Resolution section, within fifteen (15) calendar days of receipt of the explanation, Twin Landfill Corporation may file an objection.
61. Delay in the achievement of one requirement shall not necessarily justify or excuse delay in the achievement of subsequent requirements. In the event any performance under this Consent Order is found to have been delayed by a force majeure, Twin Landfill Corporation shall perform the requirements of this Consent Order that were delayed by the force majeure with all due diligence.

DISPUTE RESOLUTION

62. If the Division determines that additional requirements are necessary pursuant to paragraph 52; that a violation of this Consent Order has occurred, that a force majeure has not occurred; that the actions taken by Twin Landfill Corporation to mitigate the delay

caused by a force majeure are inadequate; or that Twin Landfill Corporation' Notice of Completion should be rejected pursuant to paragraph 70, the Division shall provide a written explanation of its determination to Twin Landfill Corporation. Within fifteen (15) calendar days of receipt of the Division's determination, Twin Landfill Corporation shall:

- a. Submit a notice of acceptance of the determination; or
- b. Submit a notice of dispute of the determination.

If Twin Landfill Corporation fails to submit either of the above notices within the specified time, it will be deemed to have accepted the Division's determination.

63. If the Division disapproves or approves with modifications any original or revised plan submitted by Twin Landfill Corporation pursuant to this Consent Order, the Division shall provide a written explanation of the disapproval or approval with modifications. Within fifteen (15) days of receipt of the Division's approval with modifications or disapproval of the plan, Twin Landfill Corporation shall:
 - a. In the case of an approval with modifications only, submit a notice of acceptance of the plan as modified and begin to implement the modified plan;
 - b. In the case of a disapproval only, submit a revised plan for Division review and approval. Twin Landfill Corporation may not select this option if the Division has included in its disapproval an alternate plan that shall be implemented by Twin Landfill Corporation; or
 - c. Submit a notice of dispute of the disapproval or approval with modifications.

If Twin Landfill Corporation fails to do any of the above within the specified time, Twin Landfill Corporation shall be deemed to have failed to comply with the Consent Order, and the Division may bring an enforcement action, including an assessment of penalties.

64. If Twin Landfill Corporation submits a revised plan, the plan shall respond adequately to each of the issues raised in the Division's written explanation of the disapproval or approval with modifications. The Division may determine that failure to respond adequately to each of the issues raised in the Division's written explanation constitutes a violation of this Consent Order. The Division shall notify Twin Landfill Corporation in writing of its approval, approval with modifications, or disapproval of the revised plan. If the Division disapproves the revised plan, it may include in its disapproval a plan for implementation by Twin Landfill Corporation. Such disapproval and plan shall be deemed effective and subject to appeal in accordance with the Act and the Colorado State

Administrative Procedures Act, sections 24-4-101 through 108, C.R.S. (the "APA"), unless Twin Landfill Corporation submits a notice of dispute, pursuant to paragraph 63 above, of the Division's disapproval and plan for implementation. All requirements and schedules of the Division's plan shall not become effective pending resolution of the dispute.

65. If Twin Landfill Corporation files any notice of dispute pursuant to paragraph 62, 63, or 64, the notice shall specify the particular matters in the Division's determination that Twin Landfill Corporation seeks to dispute, and the basis for the dispute. Matters not identified in the notice of dispute shall be deemed accepted by Twin Landfill Corporation. The Division and Twin Landfill Corporation shall have thirty (30) calendar days from the receipt by the Division of the notification of dispute to reach an agreement. If agreement cannot be reached on all issues within this thirty (30) day period, the Division shall confirm or modify its decision within an additional fourteen (14) days, and the confirmed or modified decision shall be deemed effective and subject to appeal in accordance with the Act and the APA.

NOTICES

66. Unless otherwise specified, any report, notice or other communication required under the Consent Order shall be sent to:

For the Division: Brian T. Long, Environmental Protection Specialist
Solid Waste and Materials Management Program
Colorado Department of Public Health and Environment
Mail Code: HMWMD-B2
4300 Cherry Creek Drive South
Denver, CO 80246-1530

For Twin Landfill Corporation:

Mr. Marlin Mullet, Chief Executive Officer
Twin Landfill Corporation
20650 County Road 205
Steamboat Springs, CO 80487

OBLIGATIONS UNAFFECTED BY BANKRUPTCY

67. The obligations set forth herein are based on the Division's police and regulatory authority. These obligations require specific performance by Twin Landfill Corporation

of corrective actions carefully designed to prevent on-going or future harm to public health or the environment, or both. Enforcement of these obligations is not stayed by a petition in bankruptcy. Twin Landfill Corporation agrees that the penalties set forth in this Consent Order are not in compensation of actual pecuniary loss. Further, the obligations imposed by this Consent Order are necessary for Twin Landfill Corporation and the Facility to achieve and maintain compliance with State law.

REIMBURSEMENT OF COSTS

68. Pursuant to section 30-20-109(2)(b), C.R.S, Twin Landfill Corporation shall reimburse the Division for all costs incurred by the Division pursuant to this Consent Order, including, but not limited to document review and activity fees. Payment is due thirty (30) calendar days after billing by the Division.

MODIFICATIONS

69. This Consent Order may be modified only upon mutual written agreement of the Parties.

COMPLETION OF REQUIRED ACTIONS

70. Twin Landfill Corporation shall submit a Notice of Completion to the Division upon satisfactory completion of all requirements of this Consent Order. The Division shall either accept or reject Twin Landfill Corporation's Notice of Completion in writing within thirty (30) calendar days of receipt. If the Division rejects Twin Landfill Corporation's Notice of Completion, it shall include in its notice a statement identifying the requirements that the Division considers incomplete or not satisfactorily performed and a schedule for completion. Twin Landfill Corporation shall, within fifteen (15) calendar days of receipt of the Division's rejection, either:
- a. Submit a notice of acceptance of the determination; or
 - b. Submit a notice of dispute.

If Twin Landfill Corporation fails to submit either of the above notices within the specified time, it will be deemed to have accepted the Division's determination.

NOTICE OF EFFECTIVE DATE

71. This Consent Order shall be effective on the date signed by the last party.

BINDING EFFECT AND AUTHORIZATION TO SIGN

72. This Consent Order is binding upon Twin Landfill Corporation and its corporate subsidiaries or parents, their officers, directors, employees, successors in interest, and assigns. The undersigned warrant that they are authorized to legally bind their respective principals to this Consent Order. Twin Landfill Corporation agrees to provide a copy of this Consent Order to any contractors and other agents performing work pursuant to this Consent Order and require such agents to comply with the requirements of this Consent Order. In the event that a party does not sign this Consent Order within thirty (30) calendar days of the other party's signature, this Consent Order becomes null and void. This Consent Order may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Consent Order.

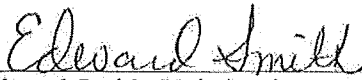
FOR TWIN LANDFILL CORPORATION:



Les Liman, President

8/3/17
Date

FOR THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT:



Edward Smith, Unit Leader
Solid Waste Compliance Assurance Unit
Solid Waste and Materials Management Program
Hazardous Materials and Waste Management Division

8/1/2017
Date

Approved as to form:



Dan Miller #14225
Senior Assistant Attorney General
Natural Resources and Environment Section
Attorney for the Department

8/1/2017
Date

Ralph L. Carr Colorado Judicial Center
1300 Broadway, 7th Floor
Denver, Colorado 80203
Telephone: (720) 508-6294

*Counsel of Record