OHIO E.P.A.

SEP 30 2009

ENTERED DIRECTOR'S JOURNAL

BEFORE THE
OHIO ENVIRONMENTAL PROTECTION AGENCY

In the Matter Of:

Republic Services of Ohio II, LLC
dba Countywide Recycling and
Disposal Facility
18500 North Allied Way
Phoenix, Arizona 85054

Respondent

Republic Services, Inc.
18500 North Allied Way
Phoenix, Arizona 85054

Guarantor

Director's Final Findings
and Orders

I certify this to be a true and accurate copy of the official documents as filed in the records of the Ohio Environmental Protection Agency.

By: [signature] Date: 9-30-09

PREAMBLE

It is agreed by the parties hereto as follows:

I. JURISDICTION

These Director's Final Findings and Orders ("Orders") are issued to Republic Services of Ohio II, LLC, dba Countywide Recycling and Disposal Facility ("Respondent") and Republic Services, Inc. ("Guarantor") pursuant to the authority vested in the Director of the Ohio Environmental Protection Agency ("Ohio EPA") under Ohio Revised Code Sections 3704.03, 3734.13 and 3745.01.

II. PARTIES BOUND

These Orders shall apply to and be binding upon Respondent and Guarantor and their respective successors in interest liable under Ohio law. Respondent and Guarantor shall maintain and preserve their existence and all material rights, privileges and franchises necessary in the normal conduct of business. Respondent and Guarantor shall notify Ohio EPA in writing within 60 days after any change in their respective names or places of business or chief executive office, or change in the type of organization or jurisdiction. No change in ownership of Respondent or Guarantor or of the Facility (as hereinafter defined) shall in any way alter Respondent's and Guarantor's obligations under these Orders.

III. DEFINITIONS

Unless otherwise stated, all terms used in these Orders shall have the same meaning as defined in ORC Chapters 3704. and 3734. and the rules promulgated thereunder.

IV. FINDINGS

The Director of Ohio EPA has determined the following findings:

1. Countywide Recycling and Disposal Facility ("Facility") is located at 3619 Gracemont Street SE, East Sparta, Stark County, Ohio.

2. Respondent is the "owner" and "operator" of the Facility as those terms are defined in Ohio Administrative Code ("OAC") Rule 3745-27-01(O)(7) and (O)(5), respectively, and is also the license holder for the Facility. Republic Services, Inc. is the parent corporation of Republic Services of Ohio II, LLC.

3. The Facility is a "sanitary landfill facility" as that term is defined under OAC Rule 3745-27-01(S)(4) and is authorized to accept "solid waste" as that term is defined under ORC Section 3734.01(E) and OAC Rule 3745-27-01(S)(23). On June 2, 2003, the Director issued to Respondent an expansion permit to install #02-14796.

4. Respondent and Guarantor are "persons" as that term is defined in ORC Section 3734.01(G) and in OAC Rule 3745-27-01(P)(3).

5. The Facility is a "municipal solid waste landfill" or "MSW landfill" as defined in 40 CFR 60.751. The Facility consists of two units, a "Remediation Unit" that is approximately 88.2 acres and consists of Cells 1, 2, 3, 4A,4B, 5A, 5B, 5C, 5D, and 6A, and an "Operational Unit" which consists of the remainder of the Facility. The Facility is an "air contaminant source" as defined in OAC Rules 3745-31-01(I) and 3745-15-01(C) and (W). The Facility is subject to the requirements of permit to install modification #15-01391 issued by the Director to Respondent on May 10, 2005, and a Title V operating permit issued by the Director to Respondent on August 30, 2004. Respondent is the permittee under, and permit holder of, those permits.

6. Ohio EPA issued Director's Final Findings and Orders to Respondent on March 28, 2007 ("March 2007 Orders") to address violations of law at the Facility involving Respondent's air permit and a subsurface fire and the release of nuisance odors at the Facility. In particular, the Director determined in the March 2007 Orders that Respondent violated OAC Rule 3745-27-19(E)(3)(a), which provides that the owner or operator shall have adequate equipment, material, and services available at or

near the facility to control fire and shall act immediately to control and extinguish fire. The Director determined that "fire" for purposes of this rule includes both the combustion of solid waste producing smoke, charred residue or flames, or the rapid thermal decomposition of solid waste producing carbon monoxide in excess of 1000 ppmv. The March 2007 Orders required Respondent to complete certain actions to control a subsurface fire and offensive odors coming from the Facility. The March 2007 Orders required Respondent to, among other things, take measures to monitor and control nuisance odors and landfill gas emissions, collect data regarding the subsurface fire, investigate the impact of the fire on engineered components, propose recommendations to the Director regarding how to control and extinguish the fire, perform remedial measures selected by the Director to extinguish the fire, post financial assurance for remedies selected by the Director, and pay civil penalties and financial relief totaling $1,050,000.00. Following the issuance of the March 2007 Orders, the Director selected several remedial actions to control and extinguish the subsurface fire.

7. On October 1, 2007, the Director of Ohio EPA selected an interim remedial action consisting of a fire break between Cells 8(A) and 8(B) and (C) at the Facility. The purpose of that remedial action was to cut off the potential spread of the fire at the Facility and thus limit the area of concern for purposes of subsequent remedial actions aimed at extinguishing the fire.

8. On November 7, 2007, the Director selected a remedial action aimed at extinguishing the fire at the Facility ("November 2007 Orders"). The November 2007 Orders were specifically designed to increase gas collection and to reduce liquid in the explosive gas extraction system and in the waste mass that is perpetuating the rapid oxidation of the aluminum production waste and releasing significant amounts of heat.

9. In light of information obtained as a result of implementation of the November 2007 Orders, the Director issued orders to Respondent on December 6, 2007. In those December 6, 2007 Orders, the Director suspended the time frames for compliance for some of the provisions of the November 2007 Orders to allow for consideration of how the November 2007 Orders might be amended to require more work than was initially required.

10. In orders issued on December 31, 2007, the Director terminated the December 6, 2007, Orders since those orders had been fully complied with and modified the November 2007 Orders to require, among other things, the installation of larger remediation wells in an effort to remove significant quantities of leachate and gas from the Facility and slow and extinguish the subsurface fire. Three out of the four remediation wells that were installed were decommissioned because of casing failure.

11. On February 5, 2008, the Director sent a letter to Jason El-Zein, Chief of the Emergency Response Branch of the United State Environmental Protection Agency ("US EPA"). In that correspondence, the Director provided a summary of data and analysis regarding the migration of the subsurface fire toward Cell 7 of the Facility. The Director stated his position that Respondent should be required to quickly install a fire break between Cells 5 and 7 of the Facility to prevent the spread of the subsurface fire from the Remediation Unit into the Operational Unit of the Facility. The Director further requested that US EPA utilize their resources to oversee the installation of the isolation break given the emergency nature of the required work and the resources at US EPA's disposal. Finally, the Director requested that US EPA advise him regarding whether the remedial actions that had been issued by Ohio EPA to Respondent should be expanded, modified, or discontinued as those remedial actions were implemented.

12. On February 7, 2008, the Director issued orders to Respondent (February 2008 Orders) that required changes to the community ambient air monitoring program and required sampling for dioxins, furans, and volatile organic compounds.

13. In correspondence dated March 12, 2008, the Director referred Respondent to the Office of the Attorney General to address violations that included the failure to maintain the integrity of engineered components such as the landfill liner under the Remediation Unit of the Facility.

14. On May 1, 2008, US EPA sent a letter to Ohio EPA that addressed the potential for the Facility to impact ground water. In that letter, US EPA wrote that, "[b]ased on review of the 'Ground-Water Monitoring Plan for Countywide Recycling and Disposal Facility, Stark County, Ohio (February 2008, Revision 5; hereinafter referred to as the 'Countywide GW Monitoring Plan'), the existing and proposed monitoring well network is adequate for detection of potential releases of leachate to the underlying aquifer system." US EPA also commented on the potential for contamination of local public ground-water supply wells by landfill leachate and stated that, "...ground water potable supply wells in the vicinity of the Countywide landfill should not be affected by leachate migration from the landfill due to a breach in the landfill's liner. The landfill's monitoring well network and sampling and analysis plan will allow for detection of a leachate release within the Significant Zone of Saturation and Uppermost Aquifer System with sufficient warning for the release to be addressed." Finally, US EPA addressed the potential for contamination of the regional aquifer by landfill leachate and commented, "[f]or many of the reasons listed above, there is no possibility for contamination of local public ground-water supply wells by leachate originating from the Countywide landfill due to potential liner failure."

15. On April 11, 2008, US EPA issued an order to Respondent under which it was required to install an isolation break between Cells 5 and 7 of the Facility, install temporary capping in portions of the Remediation Unit of the Facility, and perform real-time continuous ambient air monitoring and sampling at the Facility.

16. ORC 3704.03(I) authorizes the Director to "require the owner or operator of an air contaminant source to install, employ, maintain, and operate such emissions, ambient air quality, meteorological, or other monitoring devices or methods as the director shall prescribe; to sample those emissions at such locations, at such intervals, and in such manner as the director prescribes; to maintain records and file periodic reports with the director containing information as to location, size, and height of emission outlets, rate, duration, and composition of emissions, and any other pertinent information the director prescribes. . . . " ORC 3704.03(I) further provides that "in requiring monitoring devices, records, and reports, the director, to the extent consistent with the federal Clean Air Act, shall give consideration to technical feasibility and economic reasonableness and allow reasonable time for compliance." Respondent has monitored the ambient air at four locations on and around the Facility since the summer of 2007. The results from that monitoring have not indicated that emissions from the Facility are posing a threat to human health or the environment to date. However, because it is important to monitor the effectiveness of the remedial actions that have been completed and that are currently in place in the Remediation Unit, and because the subsurface fire at the Facility may continue to be a source of emissions, continued monitoring though the use of the existing ambient air monitoring network is prudent and reasonable. Continued monitoring is both technically feasible and economically reasonable.

17. Respondent began the excavation of the isolation break in December of 2008. The Director had requested in his February 5, 2008 letter to US EPA that excavation of the isolation break be performed during the winter months in an attempt to minimize public exposure to offensive odors.

18. US EPA sent a letter to Respondent on June 19, 2009, acknowledging the completion of the isolation break between the Remediation and Operational Units of the Facility. US EPA indicated that during the excavation of the isolation break, "there was no evidence found of reaction, pyrolysis or fire in the waste or bottom liner separating the Cells." US EPA also "documented that the bottom of the isolation break was constructed in a manner that would affect total separation of leachate and gas between Cells 4B/5B/5C and Cell 7."

19. Following the completion of the isolation break, and in an effort to develop a comprehensive plan to control the effects of the subsurface fire at the Facility, including the release of offensive odors, US EPA, Ohio EPA, the Stark County Health Department and the City of Canton Health Department met with Respondent

throughout the spring and summer of 2009. As a result of these collaborative efforts, Respondent developed an Operation Maintenance and Monitoring Plan ("OM&M Plan") for US EPA's and Ohio EPA's review and consideration.

20. The OM&M Plan calls for, among other things, the following measures:

The maintenance of temporary capping measures which have proven effective at preventing the release of odors from the Remediation Unit;

Significant monitoring and reporting of conditions within the Remediation Unit which were developed to ensure the effectiveness of existing and planned control structures;

Operation and maintenance activities related to the Facility's leachate collection and gas extraction systems which were aimed at separating systems that serve the Remediation Unit and the Operational Unit;

Conditions for the placement of composite cap in the Remediation of the Facility; and

Relocation of the waste which is currently outside the permitted limits of waste on the south slope of the Remediation Area.

21. US EPA approved the OM&M Plan on September 14, 2009, and recommended that the Director of Ohio EPA order the implementation of the OM&M plan to control the effects of the subsurface fire at the Facility, including the release of offensive odors.

22. The Director has determined that the OM&M Plan should be implemented at the Facility and that previous Director's orders which have been issued to address conditions at the Facility should be superseded. Neither US EPA nor the Director intend the implementation of the OM&M Plan to be construed as acceptance or endorsement of the hypotheses or conclusions set forth in the document by Respondent regarding the cause or nature of the reaction occurring at the Remediation Unit.

V. ORDERS

These Director's Final Findings and Orders supersede the Director's Final Findings and Orders and final actions issued on March 28, 2007, October 1, 2007, November 7, 2007, December 31, 2007, February 7, 2008, and May 29, 2009. Respondent shall achieve compliance with permits and ORC Chapter 3704. and 3734. and the rules promulgated thereunder according to the following compliance schedule:

1. Prohibition on Leachate Recirculation and Disposal. Upon the effective date of these Orders, Respondent shall cease all leachate recirculation at the Facility, and shall not dispose of any solid wastes or other wastes in or vertically above the 88.2-acre portion of the Facility consisting of Cells 1, 2, 3, 4A, 4B, 5A, 5B, 5C, 5D, and 6A except as authorized by Ohio EPA in writing in order to bring such areas up to grade for closure. Upon the effective date of these Orders, Respondent shall not dispose of solid wastes or other wastes in the isolation break installed under US EPA's April 11, 2008 order ("isolation break").

2. Modification of Permit to Install # 02-14796. Not later than one year from the effective date of these Orders, Respondent shall obtain the Director's approval of a modification of Permit to Install #02-14796 that, at a minimum:

   A. Prohibits leachate recirculation at the Facility;

   B. Prohibits the disposal of solid wastes or other wastes in the isolation break installed under US EPA's April 11, 2008, removal order, and in Cells 1, 2, 3, 4A, 4B, 5A, 5B, 5C, 5D, and 6A, except as authorized by Ohio EPA in writing to bring cells 1, 2, 3, 4A, 4B, 5A, 5B, 5C, 5D and 6A up to grade for closure;

   C. Revises the authorized limits of waste placement to account for the permanent loss of airspace as a result of the prohibition on the disposal of solid waste and other wastes in the isolation break and Cells 1, 2, 3, 4A, 4B, 5A, 5B, 5C, 5D and 6A; and

   D. Prohibits the disposal of solid waste or other wastes in Cell 7 and 8A except as provided by the Director.

   Respondent waives the right to appeal and shall not appeal the Director's approval of any modification to Permit to Install #02-14796. The Director shall not unreasonably withhold granting an extension of time to the requirement to obtain approval of the modification not later than one year after effective date of these Orders.

3. Fire Suppression and Odor Reducing Methods. Respondent shall perform the following measures to address the subsurface fire and resultant odors at the Remediation Unit of the Facility:

   A. Upon the effective date of these Orders, Respondent shall implement and maintain compliance with the OM&M Plan, which is attached to these Orders and incorporated herein as Appendix A. Respondent shall implement and maintain compliance with the OM&M Plan until Cells 1, 2, 3, 4A, 4B, 5A, 5B, 5C, 5D, and 6A have been certified closed and the Director has approved of

the certification reports for Cells 1, 2, 3, 4A, 4B, 5A, 5B, 5C, 5D, and 6A, or until the Director indicates in writing that all of the criteria listed in Order No. 3. C. of these Orders have been met for each of the cells in the Remediation Unit. The OM&M Plan is an interim remedy to control the effects of the subsurface fire at the Remediation Unit of the Facility.

B. The Director may select additional or alternative remedies to address the subsurface fire and resultant odors at the Remediation Unit of the Facility. Respondent shall implement any additional or alternative remedial action selected by the Director in accordance with the terms and conditions of the Director's final action selecting the additional or alternative remedial action.

C. The subsurface fire will not be considered extinguished, and these Orders shall not be eligible for termination, until all of the following occur in the Remediation Unit: carbon monoxide levels consistently remain below 100 ppmv in landfill gas extraction wells, rapid settlement subsides, hydrogen production levels in the landfill gas extraction wells returns to normal, but not to exceed 5% by volume, methane production levels return to those indicative of methanogenesis, and temperatures consistently remain below 131 degrees Fahrenheit, and do not exceed 150 degrees Fahrenheit, in landfill gas extraction wells unless a Higher Operating Value ("HOV") demonstration is approved for landfill gas extraction wells. Ohio EPA may approve of alternative standards for carbon monoxide, hydrogen production or methane production levels pursuant to the provisions of Section XII of these Orders.

4. Financial Assurance. Respondent shall establish financial assurance for the Facility and the remedies selected by the Director to address the subsurface fire and resultant odors as follows:

A. Respondent shall maintain financial assurance for closure and post closure for the entire Facility in accordance with OAC Rules 3745-27-15 through 17;

B. Respondent shall execute and fund financial assurance for the OM&M Plan as follows:

1). Not later than 45 days after the effective date of these Orders, Respondent shall execute and fund financial assurance in the amount of $10,000,000.00. For purposes of this requirement, Respondent shall view the OM&M Plan as a "corrective measure" and shall comply with the requirements of OAC Rules 3745-27-17 and 18 notwithstanding the definition of "corrective measure" in OAC Rule 3745-27-18.

2). The mechanism Respondent shall use to establish financial assurance for the OM&M Plan shall consist of a surety bond meeting the requirements of OAC Rule 3745-27-18 (I) and using the language of Appendix B. The surety bond shall be a five year, renewable bond and shall be maintained throughout the OM&M Plan period as defined in Order No. 4. B. (4). of these Orders. The failure to renew the surety bond, or provide an alternative means of financial assurance meeting the requirements of OAC Rule 3745-27-18 (H) or (J), shall be viewed as a failure to perform in accordance with OAC Rule 3745-27-18.

3). Respondent shall revise the cost estimate for financial assurance for the OM&M Plan financial assurance on an annual basis in accordance with the requirements of OAC Rule 3745-27-18. Lower cost estimates shall not be considered unless approved by the Director. Respondent and Guarantor shall submit information to Ohio EPA on an annual basis that indicates whether it would be practicable within the overall context of the business for Respondent or Guarantor to increase the financial assurance for the OM&M Plan, and if so, by what amount. Respondent's and Guarantor's information shall include certified financial statements showing the assets and liabilities of Respondent and Guarantor. To the extent it is practicable within the overall context of the business for Respondent or Guarantor to increase the financial assurance, Respondent, or Guarantor on Respondent's behalf, shall on an annual basis increase the financial assurance for the OM&M Plan by the amount practicable within the overall context of the business until there exists financial assurance equal to the updated cost estimate for the OM&M Plan as determined by the Director.

4). For purposes of these Orders, the OM&M plan period shall be from the effective date of these Orders until Cells 1, 2, 3, 4A, 4B, 5A, 5B, 5C, 5D, and 6A have been certified closed with Director's approval in accordance with Order No. 3 of these Orders. Except as provided below, Respondent shall maintain the financial assurance for the OM&M Plan from the effective date of these Orders until October 1, 2029, or until Cells 1, 2, 3, 4A, 4B, 5A, 5B, 5C, 5D, and 6A have been certified closed with the Director's approval in accordance with Order No. 3 of these Orders, whichever occurs first. If by October 1, 2029, Cells 1, 2, 3, 4A, 4B, 5A, 5B, 5C, 5D, and 6A have not been certified closed with the Director's approval in accordance with Order No. 3 of these Orders, Respondent shall continue to maintain its financial assurance instrument until Cells 1, 2, 3, 4A, 4B, 5A, 5B, 5C, 5D, and 6A have been certified closed with the Director's approval in accordance with Order No. 3 of these Orders.

5). To the extent that there is a conflict between the requirements of this Order No. 4. B. of these Orders and OAC Rules 3745-27-17 or 18, Respondent shall comply with the provisions of this Order.

C. Not later than 30 days after the Director selects an additional remedy to address the subsurface fire or resultant odors at the Remediation Unit of the Facility, Respondent shall provide a cost estimate to the Director for review and approval for the selected remedy. Not later than 60 days after the Director approves the cost estimate, Respondent shall execute and fund financial assurance in the amount of the approved cost estimate for the selected remedy. Respondent shall view the selected remedy as a "corrective measure" and shall comply with the requirements of OAC Rules 3745-27-17 and 18 notwithstanding the definition of "corrective measure" in OAC Rule 3745-27-18. Respondent shall establish financial assurance for the selected remedy in one of the forms set forth in OAC Rule 3745-27-18 (G), (H), (I), (J), (K), or (L) and shall maintain that financial assurance for the duration of the selected remedy. To the extent that there is a conflict between the requirements of this Order No. 4. C. of these Orders and OAC Rules 3745-27-17 or 18, Respondent shall comply with the provisions of this Order.

5. Community Benefit Fund. Respondent shall maintain a Community Benefit Fund (the "Fund") as an interest bearing account for the deposit of amounts that Respondent has been directed to place into the Fund as a result of settlements reached involving the Facility. Respondent will only disburse money from the Fund after receiving written permission of Ohio EPA's Chief of the Division of Solid and Infectious Waste Management ("DSIWM"), or her designee. All interest derived from money placed into the Fund shall remain in the Fund for use as provided in this Paragraph. This Fund will not be considered as an asset of Respondent.

Ohio EPA has the sole discretion on the disbursement of the funds placed into the Fund and may establish criteria for the evaluation and disbursement of funds from the Fund. All administrative costs to maintain the account shall not be paid from the funds deposited into the account or interest earned; rather, they shall be costs paid by Respondent.

If 10 years after the effective date of these Orders any money remains in the Fund, Respondent shall pay Ohio EPA all remaining amounts for deposit into the environmental protection remediation fund established pursuant to ORC Section 3734.281 or to such other fund as designated by Ohio EPA. Payment shall be made by an official check made payable to "Treasurer, State of Ohio". The official check shall be submitted to Ohio EPA, Office of Fiscal Administration, P.O. Box

1049, Columbus, Ohio 43216-1049, together with a letter identifying the Respondent and the Facility. A copy of the letter and check shall be sent to Ohio EPA, DSIWM, Supervisor, Systems Management Unit, P.O. Box 1049, Columbus, Ohio 43216-1049.

Not later than January 1, 2010, and annually thereafter, Respondent shall submit to the Ohio EPA, DSIWM, Supervisor, Systems Management Unit, P.O. Box 1049, Columbus, Ohio 43216-1049, or his designee, an accounting of the money in the Fund, the amount of money disbursed from the Fund, and the amount of interest earned. Respondent agrees to cooperate with the State of Ohio in any audits of its financial records to verify compliance with Paragraphs 5 and 6 of this Section V of these Orders.

6. Additional Funding of the Community Benefit Fund. If the Director approves of the use of solid waste or other waste in accordance with Order No. 1 of these Orders, Respondent shall deposit $2.00 per ton into the Community Benefit Fund. Respondent shall not increase its gate rate to pass on the $2.00 per ton charge required by these Orders to its customers, but shall subtract this amount from the amount per ton it would normally charge as a gate receipt. Payment of this money into the Fund does not release Respondent from any obligation to pay fees required under Ohio Revised Code or the Ohio Administrative Code. Since Respondent has already paid $250,000 into the Community Benefit Fund, Respondent shall not be required to deposit $2.00 per ton into the Fund for the first 125,000 tons of solid waste or other waste placed into the Remediation Unit in order to bring the Remediation Unit up to grade for closure. Respondent agrees to provide Ohio EPA upon request with an accounting of the waste disposed in the Remediation Unit and the amount of money placed into the Fund.

7. Ambient Air Quality Sampling. Respondent shall continue to sample ambient air at least once every sixth day to determine if air emissions generated by the Facility or Remediation Unit pose any risk to the health or safety of the public or to the environment. Respondent shall sample at the four existing sampling sites, and for the parameters set forth in the March 28, 2007 letter from Bryan Zima, which letter is attached as Appendix C. Respondent shall continue to follow the Ambient Air Sampling Program submitted to Ohio EPA on April 10, 2007, attached as Appendix D, and approved by Director in a letter dated May 1, 2007, attached as Appendix E, subject to the conditions specified in the approval letter. Respondent may sample monthly, rather than once every sixth day, if the results of four consecutive sampling events demonstrate to the Director that there is no risk to the health or safety of the public or to the environment, and if Ohio EPA concurs in writing that Respondent has demonstrated, in accordance with the requirements of the "frequency" section on page 2 of the March 28, 2007 letter from Bryan Zima, that sampling once every sixth day is not needed. If monthly sampling is performed by the Respondent and

the results of the monthly sampling indicate any risk to the health or safety of the public or to the environment, the Respondent shall revert to sampling once every sixth day or shall follow some other sampling frequency as specified by the Director until Ohio EPA concurs that monthly sampling is acceptable. Respondent shall continue to keep records of the sampling and analysis and shall submit a report of the sampling results to Ohio EPA within 30 days after each sampling event. In the event of a conflict between the OM&M Plan and this Order No. 7, the Director shall resolve the conflict and inform Respondent of which requirement to follow.

8. Guarantor shall ensure that Respondent has the financial ability to comply with these Orders and to perform all obligations under these Orders in a timely manner. Guarantor, as part of its guarantee under these Orders, shall pay for the timely performance of all Respondent's obligations under these Orders, if necessary, to ensure the timely performance of all Respondent's obligations under these Orders.

VI. REVIEW OF SUBMITTALS

Ohio EPA may review any work plan, report, or other item required to be submitted pursuant to these Orders in accordance with this Section. Upon review, Ohio EPA may in its sole discretion: (a) approve the submission in whole or in part; (b) approve the submission upon specified conditions; (c) modify the submission; (d) disapprove the submission in whole or in part, notifying Respondent of deficiencies; or (e) any combination of the above. The results of Ohio EPA's review shall be in writing and provided to the Respondent.

In the event of approval as is, approval upon condition, or approval as modified of any submission by the Ohio EPA, Respondent shall proceed to take any action required by the submission as approved, conditionally approved, or approved as modified by Ohio EPA.

In the event that Ohio EPA initially disapproves a submission, in whole or in part, and notifies Respondent in writing of the deficiencies, Respondent shall within 14 days, or such longer period of time as specified by Ohio EPA in writing, correct the deficiencies and submit the revised submission to Ohio EPA for approval. The revised submission shall incorporate all of the changes, additions, and/or deletions specified by Ohio EPA in its notice of disapproval. Revised submissions shall be accompanied by a letter indicating how and where each of Ohio EPA's comments was incorporated into the submission. Any other changes made to the submission by Respondent shall also be identified in the letter.

If Respondent fails to submit a revised submission incorporating all changes, additions, and/or deletions within 14 days, or such period of time as specified by Ohio EPA in writing, Respondent shall be considered in breach and/or violation of these Orders. If Respondent is in breach and/or violation of these Orders, Ohio EPA retains the right to terminate these

Orders, perform any additional investigation, conduct any work to address conditions at the Facility and/or enforce the terms of these Orders.

VII. TERMINATION

Respondent's and Guarantor's obligations under these Orders shall terminate when Respondent certifies in writing and demonstrates to the satisfaction of Ohio EPA that Respondent has performed all obligations under these Orders and the Director acknowledges, in writing, the termination of these Orders. If Ohio EPA does not agree that all obligations have been performed, then Ohio EPA will notify Respondent of the obligations that have not been performed, in which case Respondent shall have an opportunity to address any such deficiencies and seek termination as described above.

The certification shall contain the following attestation: "I certify that the information contained in or accompanying this certification is true, accurate and complete."

This certification shall be submitted by Respondent to Ohio EPA and shall be signed by a responsible official of Respondent. For purposes of these Orders, a responsible official is a principal executive officer of at least the level of vice president or his duly authorized representative.

VIII. OTHER CLAIMS

Nothing in these Orders shall constitute or be construed as a release from any claim, cause of action or demand in law or equity against any person, firm, partnership or corporation, not a party to these Orders, for any liability arising from, or related to, Respondent's Facility.

IX. APPLICABLE LAWS

All actions required to be taken pursuant to these Orders shall be undertaken in accordance with the requirements of all applicable local, state, and federal laws and regulations. These Orders do not waive or compromise the applicability and enforcement of any other statutes or regulations applicable to Respondent or the Facility.

Where any portion of the work required by these Orders requires a permit or approval, Respondent shall timely submit applications and take all other actions necessary to obtain such permits or approvals. Except as expressly provided herein, these Orders are not, and shall not be construed to be, a permit, exemption or variance issued pursuant to any statute or rule.

These Orders and the rights and obligations of Ohio EPA and the Respondent shall be governed by, and construed in accordance with, the laws of the State of Ohio without

reference to principles of conflicts of laws.

X. INDEMNIFICATION

Respondent agrees to indemnify, save, and hold harmless Ohio EPA from any and all claims or causes of action arising from, or related to, any acts or omissions of Respondent and/or Ohio EPA, its officers, employees, agents, representatives, or assigns, arising from or related to the Facility and/or the work required under these Orders. Ohio EPA agrees to provide notice to the Respondent within 30 days after receipt of any claim which may be the subject of indemnity as provided in this Section, and to cooperate with Respondent in the defense of any such claim or action against Ohio EPA. Ohio EPA shall not be considered a party to and shall not be held liable under any contract entered into by Respondent in carrying out the activities pursuant to these Orders.

XI. ACCESS

Ohio EPA shall have access at all reasonable times, including during business hours, to the Facility and any other property to which access is required for the implementation of these Orders, to the extent access to the property is controlled by Respondent. Access under these Orders shall be for the purposes of conducting any activity related to these Orders including but not limited to the following:

A. Monitoring the work;

B. Conducting sampling;

C. Inspecting and copying records, operating logs, contracts, and/or other documents related to the implementation of these Orders;

D. Conducting investigations and tests related to the implementation of these Orders; and

E. Verifying any data and/or other information submitted to Ohio EPA.

To the extent that the Facility or any other property to which access is required for the implementation of these Orders is owned or controlled by persons other than Respondent, Respondent shall use its best efforts to secure from such persons access for Respondent and Ohio EPA as necessary to effectuate these Orders. Copies of all access agreements obtained by Respondent shall be provided to Ohio EPA upon request. If any access required to implement these Orders is not obtained within 30 days after the effective date of these Orders, or within 30 days after the date Ohio EPA notifies Respondent in writing that additional access beyond that previously secured is necessary, Respondent shall promptly notify Ohio EPA in writing of the steps Respondent has taken to attempt to obtain

access. Ohio EPA may, as it deems appropriate, assist Respondent in obtaining access.

Notwithstanding any provision of these Orders, the State of Ohio retains all of its access rights and authorities, including enforcement authorities related thereto, under any applicable statute or regulation.

XII. MODIFICATIONS

These Orders may be modified by agreement of the parties hereto. Modifications shall be in writing and shall be effective on the date entered in the journal of the Director of Ohio EPA.

XIII. NOTICE

All documents required to be submitted by Respondent and/or Guarantor pursuant to these Orders shall be addressed to:

Ohio Environmental Protection Agency
Northeast District Office
Division of Solid and Infectious Waste Management
Attn: District Chief
2110 East Aurora Road
Twinsburg, Ohio 44087

and

Ohio Environmental Protection Agency
Central Office
Division of Solid and Infectious Waste Management
Attn: DSIWM Enforcement Coordinator
PO Box 1049
Columbus, Ohio 43216-1049

and

Stark County Health Department
3951 Convenience Circle, N.W.
Canton, Ohio 44718

and/or to such persons and addresses as may hereafter be otherwise specified in writing by Ohio EPA, including the Division of Air Pollution Control, Canton City Health Department.

XIV. SAMPLING AND DOCUMENT AVAILABILITY

As directed by Ohio EPA, Respondent shall notify Ohio EPA in advance of all sample collection activity. Upon request, Respondent shall allow split and/or duplicate samples to be taken by Ohio EPA or its designated contractor. Ohio EPA shall also have the right to take any additional samples it deems necessary. Upon request, Ohio EPA shall allow Respondent to take split and/or duplicate samples of any samples Ohio EPA takes as part of its oversight of Respondent's implementation of the work required by these Orders.

Ohio EPA may request copies of all documentation required by these Orders including, but not limited to, odor logs and related documentation and sampling, tests or other data, including raw data and original laboratory reports, generated by or on behalf of Respondent with respect to the Facility. Within 7 days after Respondent's receipt of a request by Ohio EPA, Respondent shall provide Ohio EPA with a copy of the documentation requested to Ohio EPA. An electronic copy shall also be provided in a format approved by Ohio EPA. Respondent may submit to Ohio EPA any interpretive reports and written explanations concerning the raw data and original laboratory reports. Such interpretive reports and written explanations shall not be submitted in lieu of original laboratory reports and raw data. Should Respondent subsequently discover an error in any report or raw data, Respondent shall promptly notify Ohio EPA of such discovery and provide the correct information.

Respondent shall retain all documentation generated as a result of these Orders for a period of 20 years following the effective date of these Orders.

XV. REIMBURSEMENT OF COSTS

Ohio EPA may subject any reports and data submitted to Ohio EPA pursuant to these Orders to evaluation and validation by a third party and may incur costs for such report and data evaluation and validation. In addition, Ohio EPA may hire contractors to assist with the implementation of these Orders. Respondent shall reimburse Ohio EPA for all contractor costs and costs incurred for evaluation and validation of reports and data. Within 30 days after receipt of an accounting of such costs, Respondent shall remit an official check made payable to "Treasurer, State of Ohio" to Ohio EPA for the full amount claimed. The official check shall be submitted to Ohio EPA, Office of Fiscal Administration, P.O. Box 1049, Columbus, Ohio 43216-1049, together with a letter identifying the Respondent and the Facility. A copy of the letter and check shall be sent to Ohio EPA, DSIWM, Supervisor, Systems Management Unit, P.O. Box 1049, Columbus, Ohio 43216-1049.

XVI. RESERVATION OF RIGHTS

Ohio EPA, Respondent, and Guarantor each reserve all rights, privileges and causes of action, except as specifically waived in Section XVII of these Orders.

XVII. WAIVER

In order to resolve disputed claims, without admission of fact, violation or liability, and in lieu of further enforcement action by Ohio EPA to recover civil penalties for the violations specifically cited in the March 2007 Orders, Respondent and Guarantor consent to the issuance of these Orders and agree to comply with these Orders. Compliance with these Orders shall be a full accord and satisfaction for Respondent's liability only for civil penalties for the violations specifically cited in the March 2007 Orders, except that nothing in these Orders shall be construed to release Respondent from any liability Respondent may have for violations associated with the release of nuisance odors or uncontrolled landfill gas emissions from the Facility occurring after the effective date of these Orders or for other violations arising after the effective date of these Orders.

Respondent and Guarantor consent to the issuance of these Orders and agree to comply with these Orders. Respondent and Guarantor hereby waive the right to appeal the issuance, terms and conditions, and service of these Orders, including but not limited to any rights Respondent or Guarantor may have to appeal final actions issued by Ohio EPA pursuant to these Orders, and Respondent and Guarantor hereby waive any and all rights Respondent or Guarantor may have to seek administrative or judicial review of these Orders either in law or equity.

Notwithstanding the preceding, Ohio EPA, Respondent and Guarantor agree that if these Orders are appealed by any other party to the Environmental Review Appeals Commission, or any court, Respondent and Guarantor retain the right to intervene and participate in such appeal. In such an event, Respondent and Guarantor shall continue to comply with these Orders notwithstanding such appeal and intervention unless these Orders are stayed, vacated or modified.

Respondent and Guarantor each represent that they are not contemplating either the filing of a petition by it under any state or federal bankruptcy or insolvency laws or the liquidation of all or a major portion of its assets or property, and neither Respondent nor Guarantor have knowledge of any person contemplating the filing of any such petition against it. Respondent and Guarantor shall notify Ohio EPA within 10 days after the occurrence of any of the following: filing by Respondent or Guarantor of a petition seeking to take advantage of any laws relating to bankruptcy, insolvency, reorganization, winding up or composition or adjustment of debts; Respondent's or Guarantor's consent to (or failure to contest in a timely manner) any petition filed against it in an involuntary case under such bankruptcy or other laws; Respondent's or Guarantor's application for (or failure to contest

in a timely manner) the appointment of, or the taking of possession by, a receiver, custodian, trustee, liquidator, or the like of itself or of all or a substantial part of its assets; Respondent's or Guarantor's making a general assignment for the benefit of creditors; or Respondent's or Guarantor's taking any corporate action for the purpose of effecting any of the foregoing. The obligations of Respondent and Guarantor under these Orders shall not be altered, limited or affected by any proceeding, voluntary or involuntary, involving bankruptcy, reorganization, insolvency, receivership, liquidation, or arrangement by Respondent, Guarantor, or any affiliate thereof, or by any defense which Respondent, Guarantor, or any affiliate thereof may have reason or any order, decree, or decision of any court or administrative body resulting from any such proceeding. Respondent and Guarantor hereby irrevocably waive, to the extent they may do so under applicable legal requirements, any protection against enforcement of these Orders to which they may be entitled under the Federal Bankruptcy Code or equivalent provisions of laws or regulations of any jurisdiction with respect to any proceedings, or any successor provision of law of similar import, in the event of any such event with respect to either Respondent or Guarantor. Specifically, in the event that the trustee (or similar official) in a bankruptcy event with respect to the Respondent or Guarantor or the debtor-in-possession takes any action (including the institution of any action, suit, or other proceeding for the purpose of enforcing the rights of the Respondent or Guarantor under these Orders, neither Respondent nor Guarantor shall assert any defense, claim or counterclaim denying their obligations under these Orders. If a bankruptcy event with respect to Respondent or Guarantor shall occur, Respondent and Guarantor agree, after the occurrence of such bankruptcy event, to reconfirm in writing, to the extent permitted by applicable legal requirements and at Ohio EPA's written request, their pre-petition waiver of any protection to which they may be entitled to with respect to these Orders under the Federal Bankruptcy Code or equivalent provisions of the laws or regulations of any jurisdiction with respect to the proceedings and to give effect to such waiver. Respondent and Guarantor consent to the assumption and enforcement of each provision of these Orders by the debtor-in-possession or Respondent's or Guarantor's trustee in bankruptcy, as the case may be.

XVIII. EFFECTIVE DATE

The effective date of the Orders is the date these Orders are entered into the Ohio EPA Director's Journal.

XIX. SIGNATORY AUTHORITY

Each undersigned representative of a party to these Orders certifies that he or she is fully authorized to enter into these Orders and to legally bind such party to these Orders.

IT IS SO ORDERED AND AGREED:

Ohio Environmental Protection Agency

Chris Korleski, Director

IT IS SO AGREED:

Republic Services of Ohio II, LLC
dba Countywide Recycling and Disposal Facility

James Teter
Signature

Date September 30, 2009

JAMES TETER
Printed or Typed Name

Director, Infrastructure Development
Title

Republic Services, Inc.
(As Guarantor of Republic Services of Ohio II, LLC)

Catharine D Ellingsen
Signature

Date 9/30/09

Catharine D. Ellingsen
Printed or Typed Name

Vice President
Title