

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE OHIO ENVIRONMENTAL PROTECTION AGENCY
AND
THE STARK COUNTY BOARD OF HEALTH**

Article I. INTRODUCTION AND PURPOSE

This Memorandum of Understanding (MOU) is entered into between the Ohio Environmental Protection Agency (Ohio EPA) and the Stark County Board of Health (the Board) for the purpose of coordinating regulatory oversight efforts at the Countywide Recycling and Disposal Facility (CWRDF). The CWRDF is located at 3619 Gracemont Street SE, East Sparta, Stark County, Ohio, and is owned and operated by Republic Services of Ohio II, LLC (Republic).

This MOU is entered into by the parties pursuant to R.C. 3745.01(C), 3734.08, and a judicial consent order entered on September 30, 2009 (Consent Order). The Consent Order was entered into between the Ohio EPA, the Board, and Republic, and resolved the cases styled, Republic Services of Ohio II, v. William Franks, et al, Case No. 2007CV04762, and State of Ohio ex rel v. Republic Services of Ohio II, LLC, Case No. 2007 CV 04762.

The Consent Order required the bifurcation of the CWRDF into two noncontiguous units consisting of a Remediation Unit, composed of Cells 1 through 6, and an Operational Unit, composed approximately of Cells 7 through 16 as depicted on Figure 1 of Volume 1 of the approved CWRDF OM&M Plan. The Consent Order required the bifurcation of CWRDF in order to prevent the migration of a heating event, occurring in Remediation Unit, into the Operational Unit. The physical separation between the Remediation Unit and the Operational Unit is an Isolation Break that was installed between Cells 5 and 7 with the oversight of the United States Environmental Protection Agency.

With the entry of the Consent Order, the Stark County Court of Common Pleas determined that Republic was considered to be in substantial compliance with, or on a legally enforceable schedule that will result in compliance with, environmental laws in this state. However, the heating event occurring in the Remediation Unit is likely to continue for an undetermined amount of time. Ohio EPA has issued Director's Final Findings and Orders to Republic to address the heating event and is extensively engaged in the regulatory oversight of the Remediation Unit. Therefore, the parties have determined that given Ohio EPA's extensive oversight of the Remediation Unit, this MOU should be entered into in order to enhance the efficient and effective regulation of CWRDF in its entirety.

Article II. DEFINITIONS

Unless otherwise specified herein, the terms used in this MOU shall have the same meaning as in R.C. Chapter 3734. and the rules promulgated thereunder.

Article III. GENERAL PURPOSES

In order to enhance the efficient and effective regulation of the CWRDF, the parties have determined the following:

- A. The Board will inspect and oversee and monitor compliance for the CWRDF facility including the Operational Unit, but not the Remediation Unit, as depicted on Figure 1 of Volume 1 of the approved CWRDF OM&M Plan, in accordance with ORC 3734 and rules adopted thereunder.
- B. Ohio EPA will inspect and oversee and monitor compliance for the Remediation Unit, as depicted on Figure 1 of Volume 1 of the approved CWRDF OM&M Plan, throughout the life of the O&M Plan, final closure and post-closure period of the Remediation Unit, or another time period agreed upon by both parties.
- C. With respect to monitoring compliance for the engineering and monitoring components that serve both the Operational Unit and the Remediation Unit, the Ohio EPA will inspect and oversee and monitor compliance for these components throughout the life of the O&M Plan, final closure and post-closure period of the Remediation Unit or another time period agreed upon by both parties.
- D. Nothing in this MOU affects or is intended to affect the statutory obligations and authorities of either the Board or the Ohio EPA under R.C. Chapters 3734, 6111, or 3714. This MOU is intended to enhance the efficient and effective regulation of the CWRDF and does not, nor is it intended to, alter the statutory rights and responsibilities of the parties.

Article IV. COMMUNICATION

A. Commitment to Share Information

The parties agree to copy each other on all official written communication sent to the owner or operator of CWRDF.

Article V. MODIFICATION

This MOU may be modified by agreement of the parties hereto. Modifications shall be in writing and shall be effective on the date upon which they are fully executed.

Article VI. TERMINATION

This MOU may be terminated by any party for any reason upon written notice. Termination shall be effective thirty days after the receipt of such written notice by a party.

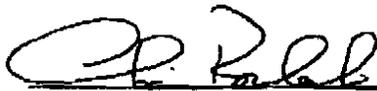
Article VII. EFFECTIVE DATE

The MOU shall become effective upon the date that the MOU is fully executed. The signatories to this MOU may sign duplicate originals of this MOU.

Article VIII. SIGNATORIES

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

Ohio Environmental Protection Agency



Date: 9/29/09

Chris Korleski
Director of Environmental Protection

Stark County Board of Health



Date: 9/30/09

William J. Franks
Health Commissioner