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WHEREAS, Plaintiff, the United States of America, on behalf of the United States Environmental Protection Agency (“EPA”), has filed contemporaneously with the lodging of this Consent Decree a Complaint in this action (“Complaint”) against Defendant, Allied Waste Services of Massachusetts, LLC (“Allied Waste”), alleging that Allied Waste has committed violations of regulations issued pursuant to the Clean Air Act (“CAA”), 42 U.S.C. §§ 7401-7671q, at four of Allied Waste’s facilities. The facilities are located in Brockton, Fall River, Quincy, and Revere, Massachusetts (hereinafter, the “Subject Facilities”);

WHEREAS, the United States and Allied Waste (together, “the Parties”), without the necessity of trial regarding any issue of fact or law, and without any admission of liability by Allied Waste, consent to entry of this Consent Decree;

WHEREAS, the Parties agree, and the Court finds, that settlement of this action without adjudication or admission of facts or law is in the public interest and that entry of this Consent Decree without further litigation is an appropriate resolution of the claims alleged in the Complaint;

THEREFORE, it is adjudged, ordered and decreed as follows:

I. JURISDICTION AND VENUE

1. The Court has jurisdiction over the subject matter of this action and over the parties to this Consent Decree pursuant to Section 113(b) of the CAA, 42 U.S.C. § 7413(b); and 28 U.S.C. §§ 1331, 1345 and 1355.

2. Venue properly lies in this district pursuant to Section 113(b) of the CAA, 42 U.S.C. § 7413(b), and 28 U.S.C. § 1395(a), because Allied Waste resides and is located in the district, and because the violations alleged in the Complaint occurred there. For purposes of this Decree, or any action to enforce this Decree, Allied Waste consents to the Court's jurisdiction over this Decree and over Allied Waste and consents to venue in this judicial district.

3. For purposes of this Consent Decree, Allied Waste agrees that the Complaint states claims upon which relief can be granted against Allied Waste pursuant to Section 113 of the CAA, 42 U.S.C. § 7413.

4. The United States has notified the Commonwealth of Massachusetts of the commencement of this action, pursuant to Section 113(b) of the CAA, 42 U.S.C. § 7413(b).

II. APPLICABILITY

5. The provisions of this Consent Decree shall apply to and be binding upon the United States on behalf of the EPA, and upon Allied Waste and any successors, assigns, or other entities or persons otherwise bound by law.

6. No transfer of ownership or operation of any of the Subject Facilities, whether in compliance with the procedures of this Paragraph or otherwise, shall relieve Allied Waste of its obligation to ensure that the terms of the Decree are implemented. At least thirty (30) days prior to such transfer, Allied Waste shall provide a copy of this

Consent Decree to the proposed transferee and shall simultaneously provide written notice of the prospective transfer, together with a copy of the proposed written agreement, to the United States in accordance with Section X below. Any attempt to transfer ownership or operation of any of the Subject Facilities without complying with this Paragraph constitutes a violation of this Decree.

7. Allied Waste shall provide a true copy of this Consent Decree to all officers, managers, supervisors, and agents whose duties include responsibility for ensuring compliance with any provision of this Decree. Allied Waste shall also ensure that all of its waste-hauling vehicle drivers receive a written notice describing the Decree and its penalty. Drivers employed as of the effective date of this Decree shall receive a copy of the Decree within thirty (30) days of its effective date. Drivers hired after the effective date of this Decree shall receive a copy of the Decree at the time of the training described in Paragraph 15(a) of this Decree. Allied Waste shall also provide a copy of the Decree to any contractor retained to perform work required under this Consent Decree, and shall condition any such contract upon performance of the work in conformity with the applicable terms of the Decree. This provision shall not require Allied Waste to amend contracts in effect as of the effective date of this Decree.

8. In any action to enforce this Consent Decree, Defendant shall not raise as a defense the failure by any of its officers, directors, employees, agents, or contractors to

take any actions necessary to ensure Defendant's compliance with the provisions of this Consent Decree, except as provided in Section VII of this Decree.

III. DEFINITIONS

9. Terms used in this Consent Decree that are defined in the CAA or in regulations promulgated to the CAA shall have the meanings assigned to them in the CAA or such regulations, unless otherwise provided in this Consent Decree. Whenever the terms set forth below are used in this Consent Decree, the following definitions shall apply:

- (a) "Consent Decree" or "Decree" shall mean this document and all attachments and appendices hereto;
- (b) "Day" shall mean a calendar day, unless otherwise specified;
- (c) "Parties" shall mean the United States on behalf of EPA, and Allied Waste;
- (d) "Provide written notice" shall mean, unless otherwise specified, that information and documents shall be transmitted in accordance with the procedures specified in Section X;
- (e) "Paragraph" shall mean a portion of this Consent Decree identified by an Arabic numeral;
- (f) "Section" shall mean a portion of this Consent Decree identified by a Roman numeral;

(g) "EPA" shall mean the United States Environmental Protection Agency and any of its successor departments or agencies; and

(h) "United States" shall mean the United States of America, acting on behalf of EPA.

IV. CIVIL PENALTY

10. Allied Waste shall pay a civil penalty of \$195,000 by no later than thirty (30) days after the entry of this Consent Decree.

11. Allied Waste shall pay the above-described civil penalty by FedWire Electronic Funds Transfer ("EFT") in accordance with written instructions to be provided to Defendant by the Department of Justice or the U.S. Attorneys Office for the District of Massachusetts. At the time of payment, Allied Waste shall provide written notice of payment via facsimile and mail to the United States in accordance with Section X below. The notice shall contain a copy of the EFT authorization form and the EFT transaction record, together with a transmittal letter that references the case's civil docket number and DOJ case number (90-5-2-1-09305), states that the payment is for the case's civil penalty, and explains the calculation of any interest included in the payment. Allied Waste shall also provide this same written notice by e-mail to acctsreceivable.CINWD@epa.gov, and by mail to the U.S. Environmental Protection Agency, Fine and Penalties, Cincinnati Finance Center, P.O. Box 979077, St. Louis, MO, 63197-9000.

12. If Allied Waste makes a late payment of any amount of the penalty, Allied Waste shall pay interest at an annual rate of eight percent (8%) on the late payment, and shall also be liable for stipulated penalties in accordance with Section VI below.

13. Allied Waste certifies that it shall not use any payments made pursuant to this Section, and any payments made pursuant to Section VI, in any way as, or in furtherance of, a tax deduction for Allied Waste, or any of its corporate affiliates, under federal, state or local law. Allied Waste specifically waives any confidentiality rights it has with respect to its federal tax returns and return information under 26 U.S.C. § 6103, and on any state or local tax returns, as to the United States for the purpose of ensuring the accuracy of this certification.

V. COMPLIANCE REQUIREMENTS

14. Allied Waste shall comply at all times with the federally-approved Massachusetts idling regulation, set forth at 310 CMR 7.11(1)(b).

15. Allied Waste shall implement the following elements of an anti-idling program:

- (a) Allied Waste shall provide driver training to drivers of waste-hauling vehicles with respect to Allied's July 2007 anti-idling policy. Such training shall specifically address the elimination of excess idling, including during pre- and post-trip inspections;

- (b) At each of the Subject Facilities, a facility manager, or delegated supervisor with management authority, shall walk through and check the facility parking lot(s) at least twice a day, in the morning and evening, during periods when waste-hauling vehicles are starting up in preparation for their morning routes or shutting down after their routes are completed, to ensure that drivers are complying with Allied Waste's anti-idling policy (hereinafter, the "walk-through requirement");
- (c) Each Subject Facility's daily debriefing checklist shall specifically include compliance with Allied Waste's anti-idling policy;
- (d) "No idling" signs shall be posted in the parking lots of all Subject Facilities so as to be clearly visible to waste-hauling vehicle drivers; and
- (e) At the same time that it files the initial report pursuant to Paragraph 17 of this Consent Decree, Allied Waste shall certify to EPA that the automatic shut-offs for all waste-hauling vehicles owned and operated by Allied Waste are working and set to a five-minute standard.

16. Allied Waste shall ensure that managers or delegated supervisors with management authority of all Subject Facilities document the performance of the daily walk-through requirement set out in Paragraph 15(b) above. This documentation shall be retained at each Subject Facility, and shall be made available upon request by EPA inspectors or other enforcement personnel.

17. In addition, Allied Waste shall provide semi-annual compliance reports to the United States regarding the walk-through requirement. Each report shall state that Allied Waste was in full compliance during the relevant six-month period, or shall identify any instances where Allied Waste failed to meet the requirement. For each such instance, the report shall identify the Subject Facility, and the date and time (morning or evening) that the walk-through was not performed in accordance with Paragraph 15(b), and shall provide an explanation for the nonperformance. Allied Waste shall provide these reports to the United States within thirty (30) days after the end of each semi-annual period, and shall commence reporting no later than January 30, 2009 with information for the last six months of 2008.

VI. STIPULATED PENALTIES

18. Except as otherwise provided in this Consent Decree, Allied Waste shall be liable for stipulated penalties as set forth below in this Section.

19. Late Payment of Civil Penalty: If Allied Waste fails to timely pay any amount of the civil penalty set out in Section IV, Allied Waste shall be liable for the unpaid amount and for any interest on the unpaid amount as provided in Section IV, and for stipulated penalties as follows:

<u>Days of Failure to Pay</u>	<u>Penalty Per Day</u>
1 to 30 days	\$ 1,000
31 days and beyond	\$ 2,000

20. Failure to Comply with Massachusetts Idling Regulation: If Allied Waste violates the federally-approved Massachusetts idling regulation, Allied Waste shall be liable for stipulated penalties for each vehicle, for each occurrence of idling in excess of five minutes, as follows:

<u>Duration of Excess Idling</u>	<u>Penalty Per Vehicle Per Occurrence</u>
1 to 5 minutes	\$600
6 to 10 minutes	\$1,200
11 to 30 minutes	\$3,600
31 to 60 minutes	\$7,200
61 minutes and beyond	\$10,000

21. Failure to Perform Walk-Throughs: If Allied Waste fails to comply with the walk-through requirement set out in Paragraph 15(b) above, Allied Waste shall be liable for stipulated penalties of \$250 for each unperformed or improperly staffed walk-through at each facility.

22. Walk-Through Documentation and Reporting: If Allied Waste fails to comply with the walk-through documentation requirements set out in Paragraph 16 above, Allied Waste shall be liable for stipulated penalties for each such failure at each facility as follows:

<u>Documentation Failure</u>	<u>Penalty Per Failure</u>
Failure to document walk-throughs	\$250
Failure to retain documentation at facilities	\$1,000
Failure to provide documentation upon request	\$2,500

Separately, if Allied Waste fails to provide semi-annual compliance reports as required by Paragraph 17 above, Allied Waste shall be liable for stipulated penalties of \$250 for each day for each late or incomplete report.

23. Stipulated penalties arising under this Section shall begin to accrue on the day that the violation of this Consent Decree first occurs, and shall continue to accrue for each day until the day upon which the violation is fully corrected. Separate stipulated penalties shall accrue simultaneously for separate violations of this Consent Decree. Stipulated penalties shall accrue regardless of whether the United States has notified Allied Waste that a violation of this Consent Decree has occurred.

24. Stipulated penalties shall become due and owing, and shall be paid by Allied Waste, not later than thirty (30) days after the United States issues Allied Waste a written demand for them. If any demanded stipulated penalties are not paid in full when due, Allied Waste shall pay the unpaid penalties and interest thereon. Such interest shall accrue from the date the penalties were due, and shall be calculated in accordance with 28 U.S.C. § 1961.

25. The United States, in an unreviewable exercise of its discretion, may reduce or waive stipulated penalties otherwise due it under this Consent Decree.

26. Allied Waste shall pay stipulated penalties owing to the United States in the manner set forth and with the written notices required by Paragraph 11, except that the

transmittal letter shall state that the payment is for stipulated penalties and shall specify the violation(s) for which the penalties are being paid.

27. Stipulated penalties shall continue to accrue as provided in Paragraph 23 above during any dispute resolution for stipulated penalties, with interest on accrued penalties payable and calculated at the rate established by the Secretary of the Treasury, pursuant to 28 U.S.C. § 1961, but need not be paid until the following:

(a) If the dispute is resolved by agreement or by a decision of EPA that is not appealed to the Court, Allied Waste shall pay accrued penalties determined to be owing, together with interest, to the United States within thirty (30) days of the effective date of the agreement or the receipt of EPA's decision;

(b) If the dispute is appealed to the Court and the United States prevails in whole or in part, Allied Waste shall pay all accrued penalties determined by the Court to be owing, together with interest, within sixty (60) days of receiving the Court's decision or order, except as provided in Subparagraph (c), below;

(c) If any party appeals the Court's decision, Allied Waste shall pay all accrued penalties determined to be owing, together with interest, within fifteen (15) days of receiving the final appellate court decision.

28. The stipulated penalty provisions of this Section shall be in addition to all other rights reserved by the United States pursuant to Section IX below. Nothing in this Section shall be construed as prohibiting, altering, or in any way limiting the ability of the

United States to seek other remedies or sanctions available by virtue of any violation by Allied Waste of this Consent Decree or of the statutes, regulations or permits referenced within it.

VII. FORCE MAJEURE

29. "Force majeure," for purposes of this Consent Decree, is defined as any event arising from causes entirely beyond the control of Allied Waste, or any entity controlled by Allied Waste, or of Allied Waste's contractors, that delays or prevents the performance of any obligation of this Consent Decree subject to stipulated penalties despite Allied Waste's best efforts to perform the obligation. "Best efforts" include using best efforts to anticipate any potential force majeure event and to address the effects of any such event (a) as it is occurring; and (b) after it has occurred, such that the nonperformance is minimized to the greatest extent possible. Force majeure does not include Allied Waste's financial inability to perform the obligations of this Consent Decree. Stipulated penalties shall not be due for the number of days of nonperformance caused by a force majeure event as defined in this Paragraph, provided that Allied Waste complies with the terms of this Section.

30. If any event occurs which causes or may cause nonperformance of any obligation of this Consent Decree subject to stipulated penalties, whether or not caused by a force majeure event, Allied Waste shall provide written notice to EPA as soon as possible, but not later than seven (7) days after the time Allied Waste first knew of the

event, or by the exercise of due diligence should have known of the event. The notice shall describe the noncompliance or expected nonperformance, including its causes and expected duration; describe the measures taken and to be taken by Allied Waste to prevent or minimize the nonperformance or expected nonperformance; provide a schedule for carrying out those actions; and state Allied Waste's rationale for attributing any nonperformance or expected nonperformance to a force majeure event. Failure to provide timely and complete notice in accordance with this Paragraph shall preclude Allied Waste from asserting any claim of force majeure with respect to the event in question.

31. If EPA agrees that nonperformance or potential nonperformance of an obligation of this Consent Decree is attributable to force majeure, EPA will notify Allied Waste of its agreement and the length of the extension granted to perform the obligation. Stipulated penalties shall not accrue with respect to such obligation during the extension provided by EPA for performance. An extension of time to perform the obligation affected by a force majeure event shall not, by itself, extend the time to perform any other obligation under this Consent Decree.

32. If EPA does not agree that a force majeure event has occurred or does not agree to the extension of time sought by Allied Waste, EPA will notify Allied Waste in writing of EPA's position, which shall be binding unless Allied Waste invokes dispute resolution under Section VIII below no later than fifteen (15) days after receipt of EPA's written notice. In any such dispute, Allied Waste shall bear the burden of proving, by a

preponderance of the evidence, that each claimed force majeure event is a force majeure event as defined by this Section; that Allied Waste provided the written notice required by Paragraph 30; that the force majeure event caused any nonperformance Allied Waste claims was attributable to that event; and that Allied Waste exercised its best efforts to prevent or minimize any nonperformance caused by the event.

VIII. DISPUTE RESOLUTION

33. Unless otherwise provided in this Consent Decree, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under or with respect to this Consent Decree. However, such procedures shall not apply to actions by the United States to enforce obligations of Allied Waste that have not been disputed in accordance with this Section.

34. Informal Dispute Resolution: Any dispute subject to dispute resolution under this Consent Decree shall first be the subject of informal negotiations. The dispute shall be considered to have arisen when Allied Waste provides written notice to EPA describing the nature of the dispute and requesting informal negotiations to resolve it. The period of informal negotiations shall not exceed twenty (20) days beyond the date that EPA receives Allied Waste's written notice unless EPA and Allied Waste agree in writing to a longer period. If the parties cannot resolve a dispute by informal negotiations, then the position advanced by EPA shall be considered binding unless,

within fifteen (15) days after the conclusion of the informal negotiation period, Allied Waste invokes formal dispute resolution procedures as set forth below.

35. Formal Dispute Resolution: Allied Waste shall invoke formal dispute resolution procedures, within the time period provided in the preceding Paragraph, by providing written notice to the United States containing a statement of position regarding the matter in dispute. The statement of position shall include, but may not be limited to, any factual data, analysis, or opinion supporting Allied Waste's position and any supporting documentation relied upon by Allied Waste.

36. The United States shall provide written notice containing its own statement of position to Allied Waste within forty-five (45) days of receipt of Allied Waste's statement of position. The United States' statement of position shall include, but may not be limited to, any factual data, analysis, or opinion supporting that position and all supporting documents relied upon by the United States. The United States' statement of position shall be binding on Allied Waste, unless Allied Waste files a motion for judicial review of the dispute in accordance with the following Paragraph.

37. Allied Waste may seek judicial review of the dispute by filing with the Court and serving on the United States, in accordance with Section X, a motion requesting judicial resolution of the dispute. The motion must be filed within ten (10) days of receipt of the United States' statement of position pursuant to the preceding Paragraph. The motion shall contain a written statement of Allied Waste's position on

the matter in dispute, including any supporting factual data, analysis, opinion or documentation, and shall set forth the relief requested and any schedule within which the dispute must be resolved for orderly implementation of the Consent Decree. Allied Waste's motion to the Court shall not raise new issues or submit new facts that were not previously presented to the United States during formal dispute resolution.

38. The United States shall respond to Allied Waste's motion within the time period provided in the local rules of the Court, unless the parties stipulate otherwise. Allied Waste may file a reply memorandum to the extent permitted by the local rules or the parties' stipulation, as applicable.

39. In any judicial proceeding pursuant to this Section's formal dispute resolution procedures, Allied Waste shall bear the burden of demonstrating that its position clearly complies with, and furthers the objectives of, this Consent Decree and the CAA, and that Allied Waste is entitled to relief under applicable law. The United States reserves the right to argue that its position is reviewable only on the administrative record and must be upheld unless arbitrary and capricious or otherwise not in accordance with law.

40. The invocation of dispute resolution procedures under this Section shall not extend, postpone, or affect any obligation of Allied Waste under this Consent Decree not directly in dispute, unless the final resolution of the dispute so dictates. Stipulated penalties with respect to the disputed matter shall continue to accrue from the first day of

nonperformance, but payment shall be stayed pending resolution of the dispute as provided in this Section. If Allied Waste does not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section VI above.

41. The assessment of stipulated penalties pursuant to Paragraph 19 regarding Allied Waste's failure to timely pay its civil penalty shall not be subject to dispute resolution under this Section. For such assessments, the United States' determination regarding the lateness of the civil penalty and any stipulated penalties assessed as a result shall be unreviewable and final.

IX. EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS

42. This Consent Decree resolves the civil claims of the United States for the violations alleged in the Complaint filed in this action through the date of lodging of this Consent Decree. This Consent Decree does not limit any rights or remedies available to the United States for any criminal violations.

43. Except as expressly provided in this Section, this Consent Decree shall not be construed to prevent or limit the rights of the United States to obtain penalties or injunctive relief under the CAA, any regulations or permits issued pursuant to the CAA, or any other federal or state laws, regulations, or permits.

44. This Consent Decree is not a permit, or a modification of any permit, under any federal, state, or local laws or regulations, and in no way relieves Allied Waste of its responsibility to comply with all applicable federal, state, and local permits, laws and

regulations. The United States does not, by its consent to the entry of this Consent Decree, warrant or aver in any manner that Allied Waste's compliance with any aspect of this Consent Decree will result in compliance with the provisions of the CAA, or with any regulations or permits issued thereunder.

45. This Consent Decree does not limit or affect the rights of Allied Waste or of the United States against any third parties not party to this Consent Decree, nor does it limit the rights of third parties not party to this Consent Decree against Allied Waste, except as otherwise provided by law.

46. This Consent Decree shall not be construed to create rights in, or grant any cause of action to, any third party not party to this Consent Decree.

47. Except as expressly provided in this Consent Decree, the United States reserves all legal and equitable remedies available to enforce the provisions of the Decree. The United States further reserves all legal and equitable remedies to address any imminent and substantial endangerment to the public health, welfare or the environment arising at or posed by Allied Waste's facilities, whether related to the violations addressed in this Consent Decree or otherwise.

X. NOTICES

48. Unless otherwise specified herein, whenever written notifications, information or reports are required by this Consent Decree, they shall be sent to the individuals and addresses specified below:

As to the United States:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611

Steven Viggiani
Senior Enforcement Counsel
Office of Environmental Stewardship
U. S. EPA, Region 1
One Congress Street (Mailcode SEL)
Boston, Massachusetts 02114-2023

As to Allied Waste:

Bruce Stanas
Market Vice President
Allied Waste Services of Massachusetts, LLC
385 Dunstable Road
Tyngsboro, Massachusetts 01879

Allied Waste Services of Massachusetts, LLC
Corporate Secretary
18500 North Allied Way
Phoenix, Arizona 85054

Seth Jaffe, Esq.
Foley Hoag LLP
Seaport World Trade Center West
155 Seaport Boulevard
Boston, Massachusetts 02210-2600

49. All reports and other written information required by this Consent Decree to be sent by Allied Waste to the United States shall contain the following certification:

I certify under penalty of law that I have examined and am familiar with the information submitted in this document and all attachments to it, and that this document and its attachments were prepared either by me personally or under my direction or supervision in a manner designed to ensure that qualified and knowledgeable personnel properly gathered and presented the information contained therein. I further certify, based on personal knowledge or on my inquiry of those individuals immediately responsible for obtaining the information, that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing and willful submission of a materially false statement.

50. Allied Waste shall ensure that such certified statement is signed by a responsible corporate officer, such as a president, vice-president, secretary, treasurer, district manager, senior manager responsible for environmental policy-making and decision making, or other person responsible for a principal business function.

51. Notices made pursuant to this Section shall be deemed provided upon mailing, unless otherwise provided in this Consent Decree or by mutual agreement of the Parties in writing.

52. Any information provided by Allied Waste pursuant to this Consent Decree may be used by the United States in any proceeding to enforce the provisions of this Consent Decree and as otherwise permitted by law.

XI. COSTS

53. Each party shall bear its own costs, disbursements and attorneys' fees in this action, and specifically waives any right to recover such costs, disbursements or attorney's fees from the other party pursuant to the Equal Access to Justice Act, 5 U.S.C. § 504, or other applicable law. However, the United States shall be entitled to collect its costs, disbursements and attorneys' fees incurred in any action necessary to collect any outstanding penalties due under this Consent Decree or to otherwise enforce the Decree.

XII. MODIFICATION

54. The terms of this Consent Decree may be modified only by a subsequent written agreement signed by the Parties. Where the modification constitutes a material change to any term of this Consent Decree, it shall be effective only upon approval by the Court.

55. Any disputes concerning modification of this Decree shall be resolved pursuant to Section VIII, provided, however, that, instead of the burden of proof provided by Paragraph 39, the party seeking the modification bears the burden of demonstrating that it is entitled to the requested modification in accordance with Federal Rule of Civil Procedure 60(b).

XIII. INTEGRATION

56. This Consent Decree constitutes the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied

in the Decree and supersedes all prior agreements and understandings, whether oral or written, concerning the settlement embodied herein. No other document, nor any representation, inducement, agreement, understanding, or promise, constitutes any part of this Decree or the settlement it represents, nor shall it be used in construing the terms of this Decree.

XIV. SIGNATORIES/SERVICE

57. Each party certifies that at least one of their undersigned representatives is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind such party to this document.

58. This Consent Decree may be signed in counterparts, and its validity shall not be challenged on that basis.

59. Allied Waste agrees to accept service of process by mail with respect to all matters arising under this Consent Decree and to waive the formal service requirements set forth in Rules 4 and 5 of the Federal Rules of Civil Procedure and any applicable local rules of this Court including, but not limited to, service of a summons. Allied Waste agrees that the following agent is authorized to accept the above-described service of process on Allied Waste's behalf:

Seth Jaffe, Esq.
Foley Hoag LLP
Seaport World Trade Center West
155 Seaport Boulevard
Boston, Massachusetts 02210-2600

Allied Waste shall notify the United States as specified in Section X above of any change in the identity or address of Allied Waste, its agent for service, or its counsel.

XV. PUBLIC PARTICIPATION

60. This Consent Decree shall be lodged with the Court for a period of not less than thirty (30) days for public notice and comment in accordance with 28 C.F.R. § 50.7. The United States reserves the right to withdraw or withhold its consent if, upon consideration of any comments received regarding the Consent Decree, the United States concludes that the Consent Decree is inappropriate, improper, or inadequate. Allied Waste consents to entry of the Consent Decree without further notice or proceedings. Allied Waste agrees not to withdraw from or oppose the entry of the Decree or to challenge any of the Decree's provisions, unless the United States has notified Allied Waste in writing that it no longer supports entry of the Decree.

61. If, for any reason, this Court should decline to approve this Consent Decree in the form presented, this agreement is voidable at the sole discretion of any party, and the terms of the agreement may not be used as evidence in any litigation between the parties.

XVI. EFFECTIVE AND TERMINATION DATES

62. This Consent Decree shall be effective upon the date of its entry by the Court.

63. Allied Waste may provide the United States with a written request for termination of this Consent Decree after Allied Waste has (a) maintained compliance with this Consent Decree for a period of two (2) years after the Decree's effective date, and (b) paid the civil penalty and any stipulated penalties required by this Consent Decree. The request for termination shall state that Allied Waste has satisfied the above requirements, and shall include any necessary supporting documentation.

64. Following receipt by the United States of Allied Waste's request for termination, the Parties shall confer informally concerning the request and any disagreement that the Parties may have as to whether Allied Waste has satisfactorily complied with the requirements for termination of this Consent Decree. If the United States agrees that the Consent Decree may be terminated, the parties shall submit, for the Court's approval, a joint stipulation terminating the Consent Decree.

65. If the United States does not agree that the Consent Decree may be terminated, Allied Waste may invoke dispute resolution under Section VIII above. However, Allied Waste shall not seek such dispute resolution until sixty (60) days after service of its request for termination.

XVII. RETENTION OF JURISDICTION

66. The Court shall retain jurisdiction over this case until termination of this Consent Decree, for the purpose of resolving disputes arising under this Decree or

entering orders modifying this Decree, or effectuating or enforcing compliance with the terms of this Decree.

XVIII. FINAL JUDGMENT

67. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment of the Court as to the United States and Defendant.

Judgment is hereby entered in accordance with the foregoing Consent Decree this _____ day of _____ 200_.

UNITED STATES DISTRICT JUDGE

UNITED STATES V. ALLIED WASTE SERVICES OF MASSACHUSETTS, LLC
CONSENT DECREE

For Plaintiff, UNITED STATES OF AMERICA:

RON J. TENPAS
Assistant Attorney General
Environment and Natural Resources Division
United States Department of Justice

By: 

W. BENJAMIN FISHEROW
Deputy Section Chief
Environmental Enforcement Section
Environment and Natural Resources Division
United States Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611

Date 08/12/08

TYLER TARRANT
Trial Attorney
Environmental Enforcement Section
Environment and Natural Resources Division
United States Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611

Date 08/12/08

UNITED STATES V. ALLIED WASTE SERVICES OF MASSACHUSETTS, LLC
CONSENT DECREE

For Plaintiff, UNITED STATES OF AMERICA:

MICHAEL J. SULLIVAN
United States Attorney
District of Massachusetts

George Bunker Henderson, II
Assistant United States Attorney
District of Massachusetts
U.S. Courthouse, Suite 9200
One Courthouse Way
Boston, Massachusetts 02210

UNITED STATES V. ALLIED WASTE SERVICES OF MASSACHUSETTS, LLC
CONSENT DECREE

FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY:

Susan Studlien
Director
Office of Environmental Stewardship
U.S. Environmental Protection Agency,
Region I
One Congress Street (Mailcode SAA)
Boston, Massachusetts 02114-2023

08/07/08
Date

Steven J. Viggiani
Senior Enforcement Counsel
Office of Environmental Stewardship
U.S. Environmental Protection Agency,
Region I
One Congress Street (Mailcode SEL)
Boston, Massachusetts 02114-2023

8/6/08
Date

UNITED STATES V. ALLIED WASTE SERVICES OF MASSACHUSETTS, LLC
CONSENT DECREE

FOR Defendant, ALLIED WASTE SERVICES OF MASSACHUSETTS, LLC

Bruce Stanas
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8/04/2008

Date