

IN THE CIRCUIT COURT OF ST. LOUIS COUNTY, MISSOURI
STATE OF MISSOURI

STATE OF MISSOURI ex rel.)
Attorney General Joshua D. Hawley and)
Missouri Department of)
Natural Resources,)
)
Plaintiff,)
)
v.)
)
REPUBLIC SERVICES, INC.,)
)
ALLIED SERVICES, LLC, and)
)
BRIDGETON LANDFILL, LLC,)
)
Defendants.)

Case No. 13SL-CC01088-01

Division No.: 10

FINAL CONSENT JUDGMENT

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EXHIBIT LIST

- Exhibit A: Map of the Neck Area, North Quarry, and South Quarry of the Bridgeton Landfill
- Exhibit B: Air Pollution Control Program Permit to Construct; Permit No. 2016-06-066
- Exhibit C: Department of Health and Senior Services' May 2013 Bridgeton Sanitary Landfill Ambient Air Response Protocol
- Exhibit D: List of Bridgeton Landfill Wells Identified by Location in the North Quarry, Neck Area, and South Quarry
- Exhibit E: March 2018 Operations Maintenance and Monitoring Plan ("OM&M")
- Exhibit F: 2014 Odor Management Plan as attached to the March 2018 Operations Maintenance and Monitoring Plan
- Exhibit G: Bridgeton Landfill, LLC Bond Paperwork
- Exhibit H: Allied Waste North America, LLC Corporate Guarantee
- Exhibit I: St. Louis Community Foundation, Bridgeton Landfill Community Project Fund Documents including the Bylaws, Agreement, and Schedules A & B

I. Stipulations of the Parties

1. Plaintiff State of Missouri, by and through Relators Missouri Attorney General Joshua D. Hawley and the Missouri Department of Natural Resources, and Defendants Republic Services, Inc., Allied Services, LLC, and Bridgeton Landfill, LLC, by and through counsel, have moved for entry of this Final Consent Judgment, in lieu of a trial.

2. The Parties stipulate that their objectives are to protect human health and the environment and to resolve the State's Petition against Defendants related to the Bridgeton Landfill.

3. The Parties consent to the terms in this Final Consent Judgment for settlement purposes only, and further stipulate that this Final Consent Judgment shall not be used as evidence in any litigation other than an action brought by any Party to either enforce the terms of the Final Consent Judgment, or to resolve any dispute between the Parties that arises under this Final Consent Judgment.

4. The Parties stipulate that their consent is conditioned upon the Court approving this Final Consent Judgment in the form presented. If the Court denies the Parties' motion to enter the Final Consent Judgment in the form presented, or proposes to modify this Final Consent Judgment in any manner without the consent of any Party, then the Parties agree to withdraw this Final Consent Judgment. Withdrawal of this Final Consent Judgment shall not constitute a withdrawal, rescission, or modification of any permit or approval which has been issued by the Department and which is attached to and incorporated as an exhibit to this Final Consent Judgment in the form presented by the Parties to the Court. Subsequent to a withdrawal of this Final Consent Judgment by the Parties, the Parties may negotiate another settlement. In any litigation between the Parties that occurs in lieu of negotiating another resolution, the Parties

agree that this Final Consent Judgment may not be used by any Party against another as evidence of liability, any admission against interest, any concession, or as a waiver of any claim or defense.

5. Upon the Court's entry of this Final Consent Judgment in the form presented by the Parties, the Parties waive their rights to appeal, but no Party waives any right to appeal any ruling of this Court interpreting or enforcing this Final Consent Judgment in any subsequent action between any of the Parties under its terms.

6. The Parties stipulate that the First Agreed Order of Preliminary Injunction entered by this Court on May 13, 2013, and any amendments thereto, which themselves were not settlements of any liability, are superseded by this Final Consent Judgment.

7. The Parties stipulate that this Final Consent Judgment resolves the appeal that Bridgeton Landfill, LLC, filed with the Missouri Administrative Hearing Commission, Case No. 15-1694. The Parties further stipulate that within thirty days after entry of this Final Consent Judgment, the Department shall, in writing, withdraw its disputed modification of the Solid Waste Disposal Area Permit #0118912 that required Bridgeton Landfill, LLC, to maintain oxygen levels in the North Quarry at or below 1.5% by volume. Defendant Bridgeton Landfill, LLC shall thereafter voluntarily dismiss the complaint in Case No. 15-1694.

II. Definitions

8. Terms used in this Final Consent Judgment shall have the same meaning as provided in State environmental laws and the regulations adopted thereunder. In addition, the following terms are specifically defined:

- a. "Bridgeton Landfill," when not used within the name of the entity identified as Defendant Bridgeton Landfill, LLC, means the Bridgeton Sanitary Landfill,

which is covered by Solid Waste Disposal Area Permit #0118912, located at 13570 St. Charles Rock Road in Bridgeton, St. Louis County, Missouri. The term is synonymous with “Site” as defined in this Final Consent Judgment.

b. “CERCLA” means the Comprehensive Environmental Response, Compensation, and Liability Act, also known as “Superfund.”

c. “Community Project Fund” means the account under the management of the St. Louis Community Foundation for certain purposes established in Section XVIII (“Community Project Fund”) of this Final Consent Judgment. The payment into this account shall not be Natural Resources Damages under Section XIX (“Natural Resources Damages”), and shall not be cost recovery under Section XX (“Cost Recovery”), and shall not be a civil penalty under Section XVII (“Civil Penalty”).

d. “Defendant Allied Services, LLC” means Allied Services, LLC, d/b/a Allied Waste Services of Bridgeton d/b/a Republic Services of Bridgeton, a Delaware limited liability company, whose members are Allied Waste Landfill Holdings, Inc., Allied Waste North America, LLC, and Allied Green Power, LLC. Allied Waste Landfill Holdings, Inc. is a Delaware corporation with its principal place of business in Arizona. Allied Waste North America, LLC is a Delaware corporation with its principal place of business in Arizona. Allied Green Power, LLC’s sole member is Allied Waste North America, LLC.

e. “Defendant Bridgeton Landfill, LLC” means Bridgeton Landfill, LLC, a Delaware limited liability company.

f. “Defendant Republic Services, Inc.” means Republic Services, Inc., a Delaware corporation with its principal place of business located in Phoenix, Arizona.

g. “Deliverable” means any plan, work schedule, application, engineering design document, report, engineering report, financial assurance cost estimate worksheet, financial assurance instrument, air modeling, assessment, and any other document and any raw data file that Defendant Bridgeton Landfill, LLC is required by this Final Consent Judgment to submit to the Department.

h. “Department” means the Missouri Department of Natural Resources and all its officials, employees, divisions, programs, and offices.

i. “EVOH” means ethylene vinyl alcohol.

j. “Final Consent Judgment” means this document and exhibits identified and incorporated by reference herein as presented to the Court by the Parties and duly approved and entered by the Court in the form agreed to by the Parties. Duties imposed upon the Parties in the exhibits shall be fully enforceable as terms of this Final Consent Judgment.

k. “Leachate Pre-treatment Plant” means the on-site wastewater treatment unit operating under a pre-treatment permit issued by the St. Louis Metropolitan Sewer District (“MSD”) that requires compliance with all applicable ordinances regulating the discharge to the facilities of the St. Louis Metropolitan Sewer District.

l. “Natural Resource Damages” means monetary compensation identified in this Final Consent Judgment to be paid by Defendant Bridgeton Landfill, LLC to the State for injury to the State’s natural resources related to the “Reaction” as defined herein. Injury to the State’s natural resources includes any actual or threatened loss, impairment, damage, or destruction of land, air, biota, fish, wildlife, water, groundwater, and drinking water supplies, as entrusted to the State’s protection by law. Natural

Resource Damages includes the costs incurred or that could be incurred by the State to temporarily or permanently replace, restore, rehabilitate, or acquire the equivalent of said natural resources. The monetary compensation shall be deemed to cover the injury to natural resources attributable to loss of use, non-use, passive value, option value, consumer surplus, economic rent or any similar value, existence value, and diminution pending restoration. Natural Resource Damages do not include payments by Defendant Bridgeton Landfill, LLC to the Community Project Fund.

m. “Neck Area” means the area of the Site between the North and South Quarries comprised of 3.2 acres. A map of the Site defining the Neck Area is attached as Exhibit A.

n. “North Quarry” means the northern 15.1 acres of the Site. A map of the Site defining the North Quarry is attached as Exhibit A.

o. “North Quarry Isolation Barrier” means any barrier that is presented to and approved by the US EPA for separation of radiologically impacted materials found in the West Lake Complex, Operable Unit 1, Area 1, from the ongoing Reaction at the Bridgeton Landfill.

p. “Parties” means Plaintiff and Defendants to this lawsuit.

q. “Petition” means the State’s First Amended Petition filed on October 13, 2013, with the caption change on December 7, 2017 to substitute Joshua D. Hawley as the Attorney General.

r. “Plaintiff” means the State of Missouri.

s. “Reaction” means the underground exothermic heat-generating reaction at the Site that was reported by Defendant Bridgeton Landfill, LLC in December 2010 to the Department and continues to exist at the Bridgeton Landfill.

t. “Site” means the Bridgeton Sanitary Landfill, which is covered by Solid Waste Disposal Area Permit #0118912, located at 13570 St. Charles Rock Road in Bridgeton, St. Louis County, Missouri. The term is synonymous with “Bridgeton Landfill” as defined in this Final Consent Judgment.

u. “South Quarry” means the southern 31.9 acres of the Site. Except where treated separately in this Final Consent Judgment or in any exhibit, the term “South Quarry” includes the “Neck Area.” A map of the Site defining the South Quarry is attached as Exhibit A.

v. “State” means the State of Missouri.

w. “US EPA” means the United States Environmental Protection Agency.

III. Jurisdiction and Venue

9. This Court has jurisdiction over the subject matter and the Parties in this case and venue is proper in this Court pursuant to §§ 27.060, 260.240, 260.425, 643.151, 644.076, 508.010, and 526.010, RSMo.

IV. Parties Bound

10. The provisions of this Final Consent Judgment shall be binding upon Defendant Republic Services, Inc. and Defendant Bridgeton Landfill, LLC as well as their agents, servants, employees, heirs, successors, assigns, and contractors, and to all persons, firms, corporations and other entities who are, or who will be, acting in concert or privity with, or on behalf of any Defendant under this Final Consent Judgment. Defendant Bridgeton Landfill, LLC shall provide

a copy of this Final Consent Judgment to all persons or entities retained to perform work required herein and to any successor to ownership of the Site or any part thereof.

11. The provisions of this Final Consent Judgment shall be binding upon the State, including the Missouri Department of Natural Resources and its officials, officers, employees, agents, and contractors.

V. Covenants and Reservations

12. State's Dismissal of Action and Release of Claims. Upon the entry of this Final Consent Judgment, the State releases and forever discharges Defendants from all claims that the State asserted in this lawsuit against Defendants including, but not limited to: the State's claims for injunctive relief; the State's claims for damages, including tort claims; the State's claims for punitive damages; and the State's claims for Natural Resource Damages. This release includes all claims for violations identified in notices of violation issued by the Department before and during this litigation through the date of entry of this Final Consent Judgment. This release also applies to Defendants' affiliated parties, which shall include all past, present, and future parent, subsidiary, and affiliated entities and their successors, all of their past, present, and future officers, directors, shareholders, employees, agents, consultants, contractors, insurers, accountants, auditors, and attorneys, and all insurers and indemnifiers of all such affiliated parties, and their agents, servants, employees, heirs, successors, and assigns.

13. The State agrees to dismiss with prejudice Defendant Allied Services, LLC within thirty days after entry of this Final Consent Judgment.

14. State's Covenant Not to Sue. The Parties acknowledge the Reaction is ongoing and will continue beyond the effective date of this Final Consent Judgment. The injunctive requirements of this Final Consent Judgment are intended to address the known or expected

effects of the Reaction. Therefore, the State covenants not to sue or take administrative enforcement action, including without limitation seeking or imposing penalties, damages, costs, or injunctive relief against Defendants and their affiliated parties, for claims arising from the known or expected effects of the Reaction. This covenant is effective immediately upon entry of this Final Consent Judgment but may be withdrawn if Defendant Bridgeton Landfill, LLC fails to perform its obligations under this Final Consent Judgment.

15. State's Reservations. Notwithstanding the release in Paragraph 12 and the covenant in Paragraph 14:

a. Nothing in this Final Consent Judgment shall prevent the State from applying to this Court for further orders or relief based on Defendant Bridgeton Landfill, LLC's failure to meet any requirement of this Final Consent Judgment;

b. Nothing in this Final Consent Judgment shall preclude the State from exercising administrative enforcement authority, or seeking equitable or legal relief for violations of Missouri laws or regulations, including but not limited to liability for response costs, under §§ 260.210 and 260.500 – 260.530, RSMo., and CERCLA that were not alleged in the Petition, and have not been caused or exacerbated by the Reaction, and are not violations of this Final Consent Judgment;

c. The State further reserves all administrative authority and equitable remedies to address any imminent and substantial endangerment to the public health or welfare, or the environment arising at, or posed, by the Bridgeton Landfill, whether related to the violations addressed in this Final Consent Judgment or otherwise; and

d. Nothing in this Final Consent Judgment shall preclude the State from exercising all administrative authority and seeking equitable or legal relief for violations

of Missouri laws or regulations based upon evidence or information that was unknown to the State before entry of this Final Consent Judgment and which shows that this Final Consent Judgment is not protective of human health or the environment.

16. Except as expressly provided hereunder, each Defendant reserves all rights, causes of action, defenses, and claims it has with respect to liability for the Site.

17. Nothing in this Final Consent Judgment shall be construed to create any rights in, or grant any cause of action to, any person who is not a party to this Final Consent Judgment. The State and Defendants each reserve any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action that each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person who is not a party hereto.

18. By executing this Final Consent Judgment, the State assumes no liability for injuries or damages to persons or property resulting from any acts or omissions of Defendant Bridgeton Landfill, LLC. The State shall not be deemed a party to any contract entered into by Defendant Bridgeton Landfill, LLC or their directors, officers, employees, agents, successors, representatives, assigns, contractors, or consultants in carrying out actions pursuant to this Final Consent Judgment.

VI. General Injunctive Relief

19. Defendant Bridgeton Landfill, LLC shall cooperate with the Department by obtaining Department approval before taking steps, other than those identified and agreed upon in Volume 1, Section 8.0 of the Operations, Monitoring & Maintenance Plan (“OM&M Plan”), which Defendant Bridgeton Landfill, LLC believes are appropriate to control the Site but which have not been approved by the Department, before or as part of this Final Consent Judgment.

This section shall not preclude Defendant Bridgeton Landfill, LLC from responding to conditions or emergency situations at the Site as necessary.

VII. Air Pollution Requirements

20. The Department's Air Pollution Control Program has issued the Permit to Construct, Project No. 2016-06-066, Installation No. 189-0312 to Defendant Bridgeton Landfill, LLC. The Permit to Construct is attached as Exhibit B. Future amendment of this permit may be made by agreement between the Department and Defendant Bridgeton Landfill, LLC, or by the State's exercise of reservations of Paragraph 15.

a. Defendant Bridgeton Landfill, LLC shall comply with all terms and conditions of the permit.

b. Defendant Bridgeton Landfill, LLC will continue to work with the Department to ensure the revised Part 70 Operating Permit is complete and issued in a timely manner.

c. Defendant Bridgeton Landfill, LLC is required to comply with all applicable requirements under 40 Code of Federal Regulations (CFR) Part 60, Subpart WWW and 40 CFR Part 61, Subpart M.

VIII. Hazardous Waste Requirements

21. Defendant Bridgeton Landfill, LLC shall fully characterize any wastes generated at the Site, including wastes from the operation of the on-site Leachate Pre-treatment Plant such as filters, filter cakes, sludges, and other non-exempt waste materials such as leachate releases from the system, other spills from operations, filters, tank sludges, leaks from pipes and pumps, and other solid wastes associated with the overall landfill operations, to determine if they are hazardous wastes according to all appropriate methods outlined in 40 CFR Part 261. Defendant

Bridgeton Landfill, LLC shall continue sampling solid wastes to the extent required by Missouri's Hazardous Waste Laws and Regulations. Should Defendant Bridgeton Landfill, LLC exceed Toxicity Characteristic Leaching Procedure ("TCLP") regulatory levels for any regulated constituent, Defendant Bridgeton Landfill, LLC shall notify the Department and shall properly dispose of any hazardous waste as required by Missouri's Hazardous Waste Laws and Regulations.

22. If at any point Defendant Bridgeton Landfill, LLC determines that they have in one month generated, or at any one time accumulated, 220 pounds or more of hazardous waste, Defendant Bridgeton Landfill, LLC shall comply with all applicable generator regulations and within thirty days of that determination Defendant Bridgeton Landfill, LLC shall complete and file an updated hazardous waste generator registration form (i.e., Notification of Regulated Waste Activity) and pay all required fees required by 10 CSR 25-5.262 to the Department.

23. In the event Defendant Bridgeton Landfill, LLC generates in one month, or at any one time accumulates, 220 pounds or more of hazardous waste, Defendant Bridgeton Landfill, LLC must complete a uniform hazardous waste manifest according to manifest instructions and transport the waste using a licensed hazardous waste transporter to a treatment, storage, or disposal facility that possesses a hazardous waste permit. At a minimum, Defendant Bridgeton Landfill, LLC shall keep records including any manifests, generator reports, Biennial Reports, Exception Reports, test results, waste analyses, and other determinations for a period of three years as detailed in 40 CFR 262.11 and pursuant to 40 CFR 262.40(d). Such records shall be retained as required by Section XVI ("Information Collection and Retention").

24. If at any point, Defendant Bridgeton Landfill, LLC, determines that it has generated in one month, or at any one time accumulated, 220 pounds of hazardous waste,

Defendant Bridgeton Landfill, LLC shall submit documentation as required in 40 CFR 265.16(d)(4) confirming that all on-site personnel have been given adequate site-specific training for hazardous waste management.

IX. Solid Waste Requirements

25. Defendant Bridgeton Landfill, LLC shall maintain and implement written health and safety plans to address employee safety, and shall continue to require that contractors develop and implement health and safety plans to address the safety of contractors working on the Site. These plans shall include appropriate personal protection, preventative, and emergency response equipment.

26. The State has devised and will utilize the Department of Health and Senior Services' May 2013 Bridgeton Sanitary Landfill Ambient Air Response Protocol and incorporated in this Final Consent Judgment as Exhibit C.

a. If the State determines that conditions warrant such action, the State may issue a stop-work order as set forth in Paragraph 27.

b. Defendant Bridgeton Landfill, LLC shall establish controls that are capable of monitoring all significant conditions within Bridgeton Landfill's waste boundary relevant to protection of public safety and the environment. Defendant Bridgeton Landfill, LLC's observations shall be such that Defendant Bridgeton Landfill, LLC creates an uninterrupted timeline detailing events occurring within the Bridgeton Landfill's waste boundary. Such controls shall include a system and method for notifying first responders, regulatory authorities, and the surrounding community of incidents that cause impacts or are likely to cause impacts beyond Defendant Bridgeton Landfill, LLC's

property boundary. Documentation of all observations shall be maintained with the Bridgeton Landfill's daily operational records.

c. Defendant Bridgeton Landfill, LLC shall notify the Department and the St. Louis County Department of Public Health ("County") via electronic mail ("e-mail"), to the Department's Solid Waste Management Program Director (currently Chris Nagel, christopher.nagel@dnr.mo.gov), the Department's Solid Waste Management Program's Compliance and Enforcement Section Chief (currently Mike Parris, michael.parris@dnr.mo.gov), and the County's Environmental Manager for the Air and Waste Management Programs (currently Kathrina Donegan, kdonegan@stlouisco.com), when it is known that vacuum loss from the gas-extraction wellfield will exceed sixty minutes within the South Quarry. As the potential exists for odors to be generated, this e-mail notification allows the Department to post on the Department's website an odor alert for the surrounding community. The immediate reporting required by this section shall not replace Defendant Bridgeton Landfill, LLC's statutory and/or regulatory reporting requirements.

27. Defendant Bridgeton Landfill, LLC shall stop work required under this Final Consent Judgment upon direction of the State whenever the State determines that an "orange" alert level is necessary under the Alert Protocol or conditions warrant cessation of work. Work may only re-commence when the State has given its authorization.

28. Defendant Bridgeton Landfill, LLC shall monitor all temperature probes in order to track temperatures. Defendants shall analyze temperature data to determine the impact that the operation of the Gas Interceptor Well Plan and the Neck Area Heat Extraction Barrier has on the heat and gases generated by the Reaction, and submit a report summarizing this analysis

annually. Temperature monitoring probes (“TMPs”) shall be designed and replaced per the criteria in the “North Quarry Subsurface TMPs Work Plan,” required by the Administrative Settlement Agreement and Order on Consent for Removal Actions dated August 4, 2017.

29. Defendant Bridgeton Landfill, LLC shall submit a copy of engineering design documents for any North Quarry isolation barrier to the Department if, and at the same time, as those documents are submitted to the US EPA.

30. Defendant Bridgeton Landfill, LLC shall continue to conduct odor mitigation activities to control odors generated through landfill gas collection and control.

31. Defendant Bridgeton Landfill, LLC shall conduct air monitoring and air sampling in place of the Department’s prior air monitoring and air sampling as follows:

a. Continuous Sampling: Defendant Bridgeton Landfill, LLC will conduct continuous sampling for Volatile Organic Compounds (“VOCs”) on the Bridgeton Landfill property using Radiello 130 media and passive absorption. The existing Radiello 130 monitors and analysis conducted pursuant to the “Quarterly West Lake Landfill Perimeter Air Monitoring” directed by US EPA and completed by consultants Auxier & Associates, Inc. and Engineering Management Support, Inc. shall satisfy this requirement;

b. Daily Monitoring Path: Defendant Bridgeton Landfill, LLC will assume responsibility for daily air monitoring consistent with the Odor Management Plan, incorporated into this Final Consent Judgment as Exhibit F. Bridgeton will conduct daily monitoring for odors, hydrogen sulfide, and benzene at pre-determined locations on a specified path around the perimeter of the landfill outside of the fence line, as determined by the specifications of the Odor Management Plan. The daily air monitoring will be

terminated one year after the Final Consent Judgment is entered unless the combined evidence from all sampling conducted on or around Bridgeton Landfill indicates that benzene or hydrogen sulfide were consistently present at the Site's fence-line at concentrations of potential concern for public health in concentrations exceeding the response levels in the Department of Health and Senior Services' May 2013 Bridgeton Sanitary Landfill Ambient Air Response Protocol;

c. Semi-Annual Air Sampling: Defendant Bridgeton Landfill, LLC will conduct two sampling events on the Site within eighteen months of the date from which the Final Consent Judgment is entered. The two sampling events shall occur no sooner than six months apart. Ambient air samples will be collected at two locations upwind and two locations downwind of the South Quarry. The following parameters will be analyzed: VOCs (EPA Method TO-15), Reduced Sulfur Compounds (ASTM Method 5504), Aldehydes (EPA Method TO-11A), Ammonia (OSHA ID 188), Carboxylic Acids (ALS Global Laboratories Method (AQL 102)), Amines (ALS Global Laboratories Method AQL 101);

d. Reporting: The reports of each sampling event shall be reported to the Department and weekly summaries of any air monitoring shall be posted on the Bridgeton Landfill website.

32. The Department reserves the right to oversee any air monitoring and air sampling performed by Defendant Bridgeton Landfill, LLC related to the Site. Defendant Bridgeton Landfill, LLC shall post all finalized air monitoring and air sampling reports, including results of laboratory analyses, on their website within three business days of report completion.

33. Until such time as the Department certifies closure of Bridgeton Landfill or Defendant Bridgeton Landfill, LLC requests to discontinue a submittal because the Reaction no longer causes damage to landfill infrastructure or otherwise destabilizes the waste mass, and the Department approves such discontinuation, Defendant Bridgeton Landfill, LLC shall submit the following to the Department:

a. The Quality Assurance Plan for all types of analytical work conducted by Defendant Bridgeton Landfill, LLC's laboratory;

b. All reports and work plans required under Missouri environmental laws and this Final Consent Judgment. Defendant Bridgeton Landfill, LLC shall deliver work plans and reports by the date identified in this Final Consent Judgment or by a date set by the Department if not identified in this Final Consent Judgment. These reports and work plans shall include any associated field data collected and/or data analyses conducted by Defendant Bridgeton Landfill, LLC or their agents, including information developed as a result of:

- i. future environmental sampling efforts;
- ii. elevated temperatures in gas extraction wells;
- iii. the Reaction;
- iv. landfill cap settlement;
- v. methane gas monitoring; and
- vi. any other investigations undertaken to identify the cause or source of the Reaction, including inspection reports and lab data.

c. Final quality assurance/quality control (“QA/QC”) data collected by Defendant Bridgeton Landfill, LLC or any of their agents in support of the reports submitted under this Final Consent Judgment.

d. Within thirty days after the last day of each calendar quarter:

i. A Slip Failure or Separation Assessment. This Slip Failure or Separation Assessment shall be based on observations made during field investigations conducted in March, June, September, and December of each year. Defendant Bridgeton Landfill, LLC shall provide the Department with at least three business days’ advance notice of this quarterly field investigation to allow the Department’s participation. During the field investigation, Defendant Bridgeton Landfill, LLC shall determine the areas of concern where the underlying soil cap and/or EVOH capping system have the potential to separate from the quarry wall. This Slip Failure or Separation Assessment shall identify any settlement or separation issues of concern to Defendant Bridgeton Landfill, LLC or the Department and shall include evaluation of appropriate next steps, which may include enhanced monitoring through an agreed upon technology or approach;

ii. A North Quarry Settlement Report for each quarter of calendar year, including:

1. Datum files and a settlement map; and
2. Should the rate of settlement be more than one foot per quarter, Defendant Bridgeton Landfill, LLC shall begin providing monthly settlement reports until such time that settlement rates return to less than

one foot per quarter (at which time Defendant Bridgeton Landfill, LLC then may resume quarterly settlement reporting).

e. Within thirty days of completing a work plan, submit as-built drawings prepared and certified by a professional engineer of any infrastructure changed by Defendant Bridgeton Landfill, LLC along with the required QA/QC documents.

f. Within twenty days after the last day of each month, Defendant Bridgeton Landfill, LLC shall submit the following data, including a narrative summary of the data and conditions at the Site for the previous month:

i. Daily flare monitoring data, including cumulative flow from all flares, inlet data, and associated graphs;

ii. Carbon monoxide data for gas extraction wells and gas interceptor wells sampled during the applicable reporting period;

iii. Hydrogen data for gas extraction wells and gas interceptor wells sampled during the applicable reporting period;

iv. Datum files and a settlement front map for the Neck Area and South Quarry;

v. Well data as currently collected, including well field temperature, analysis, and monitoring by well;

vi. A Gas Extraction Well and Gas Interceptor Well Condition/Status Update Report that addresses the current operating condition/status of each well;

vii. The volume of leachate processed by the Leachate Pre-treatment Plant and the volumes transported off Site via truck and direct discharge, respectively;

viii. The volumes generated by each of the leachate collection sumps (“LCSs”);

ix. A summary of all leachate spills/leaks of more than fifty five gallons. The summary shall include the date, time, location, volume of spilled liquid, characterization data including laboratory analyses, and corrective actions taken;

x. For gas extraction wells that exhibit liquid-free gas flow and that are safe for gas sampling and temperature analysis and monitoring, carbon monoxide shall be analyzed via summa canister collection and lab analysis every month for those wells identified in Exhibit D as North Quarry and Neck Area wells, and on a quarterly basis for those wells identified in Exhibit D as South Quarry wells.

1. Any new or replacement gas extraction wells shall be designated by the Department as a North Quarry, South Quarry, or Neck Area well and analyzed and reported in accordance with this paragraph;

2. Defendant Bridgeton Landfill, LLC shall provide to the Department within five days of a gas extraction well sampling event notification of any new gas extraction well that was not previously identified as unsafe for sampling due to worker safety concerns, and identify each such well by number and describe the basis for not completing the sampling of each well (*e.g.*, high temperature, excessive pressure, liquid ejection, or equipment impairment); and

xi. A summary narrative describing whether natural gas was used as a supplemental fuel for destruction of landfill gas during the month including dates of usage and volume. If no natural gas was used as a supplemental fuel for destruction of landfill gas, a summary narrative detailing why supplemental fuel was not needed.

g. On a weekly basis, the following work reports, data, and a summary narrative of such data and operating conditions at the Site for the previous week:

i. Raw data and analytical charts for all temperature monitoring probes in the Bridgeton Landfill;

ii. Raw data and analytical charts for all LCSs in the Bridgeton Landfill;

iii. A list of work completed in the past week; and

iv. A list of work planned for the upcoming week.

h. Defendant Bridgeton Landfill, LLC shall notify the Department at least 48 hours in advance, or as early as practicably possible if 48 hours' notice is not possible, of any non-routine sampling event, unless an emergency response requires sampling on a more expedited basis, in which case Defendant Bridgeton Landfill, LLC shall notify the Department of the emergency via e-mail to the Department's Solid Waste Management Program Director (currently Chris Nagel, christopher.nagel@dnr.mo.gov) and by telephoning the Department's emergency telephone number at 573-634-2436. Upon request, Defendant Bridgeton Landfill, LLC shall provide the Department, through its authorized representatives, the opportunity to collect splits of any samples taken by Defendant Bridgeton Landfill, LLC.

34. Defendant Bridgeton Landfill, LLC shall perform all obligations required by the OM&M Plan, which is incorporated into this Final Consent Judgment as Exhibit E. The OM&M Plan is also incorporated into the Solid Waste Disposal Area Operating Permit #0118912 by this reference.

X. Groundwater Requirements

35. Defendant Bridgeton Landfill, LLC shall control liquids generated by, or coming into contact with, waste materials at the Site for the purpose of preventing any migration of contaminants into groundwater. Defendant Bridgeton Landfill, LLC shall fully evaluate the need for additional surface and groundwater protections necessary to comply with 10 CSR 80-3.010(8) by continuing to conduct all necessary groundwater monitoring and assessment, and taking required corrective actions pursuant to 10 CSR 80-3.010(11)–(12). In addition to complying with other requirements in 10 CSR 80-3.010(8), as a part of the groundwater monitoring and assessment process, Defendant Bridgeton Landfill, LLC shall at a minimum:

a. Collect water-level measurement data from all monitoring wells around the Site during each groundwater sampling event. Defendant Bridgeton Landfill, LLC shall then prepare and submit to the Department a detailed potentiometric surface map compiled from each data set;

b. The detection monitoring network shall be expanded by the addition of the following groundwater wells: I-68, PZ-102R-SS, PZ-113-SS, PZ-203-SS, and PZ-204-SS;

c. The assessment monitoring network shall be expanded by the addition of the following groundwater wells: PZ-1204, PZ-101-SS, PZ-103-SS, PZ-107-SS, PZ-116-SS, PZ-202-SS, D-85, I-73, PZ-112-AS, PZ-205-AS, PZ-207-AS, and S-84;

d. The Site's Statistical Analysis Plan shall be updated to include the wells added to the groundwater monitoring network;

e. The Site's groundwater sampling and analysis plan shall be updated to include the wells added to the groundwater monitoring network;

f. The Site's assessment monitoring program shall be updated to include the wells added to the groundwater monitoring network.

36. Within one hundred and twenty days of receiving written notice from the Department, Defendant Bridgeton Landfill, LLC shall provide an Assessment of Corrective Measures Report on groundwater as described in 10 CSR 80-3.010(12), including but not limited to an analysis of the effectiveness of potential corrective measures and conduct the public meeting as further described in the rule. Further, Defendant Bridgeton Landfill, LLC shall:

a. Based on the results of the corrective measures assessment, Defendant Bridgeton Landfill, LLC shall develop, and submit a corrective action remedy or remedies within sixty days for implementation subject to the approval of the Department;

b. Within thirty days of the Department's approval of a remedy or remedies, Defendant Bridgeton Landfill, LLC shall implement approved corrective action remedies and continue to implement groundwater corrective action remedies until such time as determined by the Department;

c. Consistent with 10 CSR 80-3.010(12)(C)(6), Defendant Bridgeton Landfill, LLC shall submit a certification to the Department within fourteen days after the remedy has been completed;

d. Consistent with 10 CSR 80-3.010(12)(C)(1)C, Defendant Bridgeton Landfill, LLC shall implement interim or other corrective measures related to

groundwater contamination when deemed necessary by the Department to ensure protection of human health and the environment; and

37. Pursuant to 10 CSR 80-2.030(4)(C), Defendant Bridgeton Landfill, LLC shall provide sufficient corrective action financial assurance in the manner permitted by Section XIV (“Financial Assurance Requirements”).

38. Defendant Bridgeton Landfill, LLC shall achieve a return to compliance with the requirement to prevent groundwater contamination as expeditiously as reasonably possible.

XI. Landfill Gas Requirements

39. Defendant Bridgeton Landfill, LLC shall continue to submit quarterly updates to the Site’s landfill gas corrective action plan and update the associated financial assurance instrument(s) in accordance with the Missouri Solid Waste Management Law and implementing regulations for the Bridgeton Landfill.

a. The plan updates shall include an evaluation of the need for additional or replacement gas extraction wells and other gas collection and control system components, including dewatering systems necessary to return and maintain the Site’s compliance with 10 CSR 80-3.010(14). The updates shall take into consideration the entire gas control system and related components including soil fill projects to promote proper grade and ensure the gas control system maintains adequate flow.

b. The plan updates must have as a goal the return to compliance with the requirement to prevent methane migration beyond the Site’s property boundary at a level greater than 2.5% by volume, and Defendant Bridgeton Landfill, LLC must achieve that goal within the timeframe established in the overall plan.

c. Defendant Bridgeton Landfill, LLC shall begin use of continuous natural gas assist as necessary to ensure compliance with 40 CFR Part 60 Subpart WWW for the flare system. Defendant Bridgeton Landfill, LLC shall comply with the requirements of the Clean Air Act, the Missouri Clean Air Law, and the Missouri Solid Waste Management Law with regards to any utilization of natural gas as a supplemental fuel.

d. Consistent with 10 CSR 80-3.010(14), Defendant Bridgeton Landfill, LLC shall implement gas control corrective measures as deemed necessary by the Department to ensure protection of human health and the environment.

e. Pursuant to 10 CSR 80-2.030(4)(C), Defendant Bridgeton Landfill, LLC shall provide sufficient corrective action financial assurance in the manner permitted by Section XIV (“Financial Assurance Requirements”).

40. Defendant Bridgeton Landfill, LLC shall achieve a return to compliance with the requirement to control landfill gas as expeditiously as reasonably possible.

XII. Leachate Requirements

41. Defendant Bridgeton Landfill, LLC shall continue operation of the Leachate Pre-treatment Plant in compliance with the Site’s MSD pre-treatment permit as well as maintain the Site’s leachate collection and control system in compliance with approved plans, permits, and regulations.

42. Defendant Bridgeton Landfill, LLC shall promptly fix any significant cracks, leaks, or weaknesses discovered within the leachate collection system.

43. Within thirty days of entry of this Final Consent Judgment, Defendant Bridgeton Landfill, LLC shall submit for Department review and approval a work plan detailing actions, a

compliance schedule, and criteria for action and regular review, by which Defendant Bridgeton Landfill, LLC plans to comply with Condition 6D of Permit #0118912.

XIII. Storm Water Management

44. Within one hundred and eighty days from the effective date of this Final Consent Judgment, Defendant Bridgeton Landfill, LLC agrees to submit to the Department for review and approval an engineering report prepared by a professional engineer licensed to practice in Missouri. The engineering report shall recommend best management practices or other treatment options to result in compliance with all applicable effluent limitations contained in Missouri State Operating Permit number MO-0112771 re-issued on March 1, 2018. The engineering report shall contain a schedule of implementation that runs from the date of Departmental approval and results in compliance no later than one hundred and eighty days following that approval.

45. Defendant Bridgeton Landfill, LLC agrees to complete the improvements and achieve compliance with all applicable effluent limitations contained in Missouri State Operating Permit number MO-0112771 within one hundred and eighty days of receiving the engineering report approval, unless the Department in its sole discretion grants an extension. In the event that implementing the best management practices of the original report does not achieve complete compliance, Defendant Bridgeton Landfill, LLC agrees to perform a subsequent evaluation for additional best management practices and remedial measures, and implement those further recommendations, until such time as compliance can be achieved.

XIV. Financial Assurance Requirements

46. Entry of this Final Consent Judgment shall be conditioned upon Defendant Bridgeton Landfill, LLC securing and maintaining one or more financial assurance instruments

for the benefit of the Department in an aggregate amount of no less than \$26,009,981.00 to cover the costs of implementing measures approved by the Department for closure, post-closure, and corrective actions, pursuant to 10 CSR 80-2.030 and §§ 260.226 - 260.227, RSMo. The financial assurance instruments shall comply with the requirements of 10 CSR 80-2.030, including annual adjustments. Defendant Bridgeton Landfill, LLC shall ensure that the funds are available for the Department to use in the event that Defendant Bridgeton Landfill, LLC abandons their obligations under this Final Consent Judgment. If Defendant Bridgeton Landfill, LLC abandons its obligations under this Final Consent Judgment and fails to implement measures approved by the Department within a reasonable time specified by the Department, then Defendant Bridgeton Landfill, LLC shall forfeit all of the final assurance securing the performance of the measures not implemented that the Department, based on its professional engineering judgment, deems necessary to fund such actions and be liable for any additional amount necessary to implement the approved measures. The Department shall refund any excess amounts to Defendant Bridgeton Landfill, LLC. The bond documents are incorporated into this Final Consent Judgment as Exhibit G.

47. In addition, Defendant Republic Services, Inc. irrevocably and unconditionally guarantees the performance by Defendant Bridgeton Landfill, LLC of all obligations required under this Final Consent Judgment. If Defendant Bridgeton Landfill, LLC fails to perform any of its obligations under the Final Consent Judgment, then Defendant Republic Services, Inc. shall, upon demand made by the Department, immediately perform all obligations that Defendant Bridgeton Landfill, LLC failed to perform.

48. If, within a specified and reasonable time after demand for performance from the Department, Defendant Republic Services, Inc. does not perform, the Department shall have a

right of recovery against Defendant Republic Services, Inc. for an amount necessary to fund such actions, up to \$61,787,277.00 and the parties agree that the Court will enter a judgment against Defendant Republic Services, Inc. for that amount that the Department can register and enforce pursuant to the Uniform Enforcement of Foreign Judgments Act. Defendant Republic Services, Inc. shall be liable for any additional amount necessary for performing the obligations abandoned by Defendant Bridgeton Landfill, LLC and Defendant Republic Services, Inc. Should amounts collected from Defendant Republic Services, Inc. under the judgment be greater than the amount necessary to perform the outstanding obligations, the Department shall refund any excess amounts back to Defendant Republic Services, Inc.

49. Allied Waste North America, LLC has executed a guarantee in which Allied Waste North America, LLC irrevocably and unconditionally guarantees performance of each obligation of Defendant Bridgeton Landfill, LLC contained in the Final Consent Judgment. A copy of Allied Waste North America, LLC's corporate guarantee is attached as Exhibit H.

XV. Approval of Deliverables

50. Where this Final Consent Judgment requires written approval of the Department, that approval must be provided by the Director of the affected Department program or by a person who is more senior to that program Director and in the chain of authority, including the Director of the Division of Environmental Quality or the Director of the Department.

51. In addition to those plans already required by this Final Consent Judgment, the Department may require the submission of plans for any action required by this Final Consent Judgment if, in the opinion of the Department, the work plans will aid the Department in the review of the action.

52. Defendant Bridgeton Landfill, LLC shall submit all Deliverables to the Department in electronic format, and such other format as reasonably designated by the Department. All engineering plans must also be submitted to the Department no later than three business days upon completion as hard copies, and signed and sealed by a professional engineer. After review of any Deliverable that is required to be submitted for approval pursuant to this Final Consent Judgment, or is pending at the time this Final Consent Judgment is entered, the Department shall in writing: a) approve the Deliverable; b) approve the Deliverable upon specified conditions; c) approve part of the Deliverable and disapprove the remainder; or d) disapprove the Deliverable.

53. If the Deliverable is approved, Defendant Bridgeton Landfill, LLC shall take all actions required by the plan, report, or other document, in accordance with the schedules and requirements of the plan, report, or other document, as approved. If the Deliverable is conditionally approved or approved only in part, then Defendant Bridgeton Landfill, LLC shall, upon written communication from the Department, take all actions required by the conditionally approved plan, report, or other item that the Department determines is technically severable from any disapproved portions, subject to Defendant Bridgeton Landfill, LLC's right to dispute only the specified conditions or the disapproved portions or whether the work is technically severable, under Section XXIII ("Dispute Resolution") of this Final Consent Judgment.

54. If the Deliverable is disapproved in whole or in part, then Defendant Bridgeton Landfill, LLC shall correct all deficiencies and resubmit the plan, report, or other item, or disapproved portion thereof, for approval, in accordance with the preceding paragraphs. These corrections shall be submitted within twenty days of the issuance of the Department's written disapproval, or such other time as indicated in the Department's written disapproval, or as agreed

to in writing by the Parties. If the resubmitted Deliverable is approved in whole or in part, Defendant Bridgeton Landfill, LLC shall proceed in accordance with Paragraph 53.

55. If a resubmitted plan, report, or other item, or portion thereof, is disapproved in whole or in part, the Department, after consultation with Defendant Bridgeton Landfill, LLC, may again require Defendant Bridgeton Landfill, LLC to correct any deficiencies, in accordance with the preceding paragraphs, or Defendant Bridgeton Landfill, LLC may correct any deficiencies, subject to Defendant Bridgeton Landfill, LLC's right to invoke Dispute Resolution as provided in Section XXIII ("Dispute Resolution").

56. Any portion of a Deliverable that is not specifically disapproved by the Department in a notice of disapproval shall be considered approved, and Defendant Bridgeton Landfill, LLC shall proceed to implement the approved portion of the Deliverable, provided that implementation of the approved portion of the report, plan, or other item is technically severable from the disapproved portion.

57. During implementation of a work plan approved by the Department's Solid Waste Management Program, Defendant Bridgeton Landfill, LLC may identify a need to make a modification to the previously approved plan due to conditions experienced at the Site. Prior to making a field modification, Defendant Bridgeton Landfill, LLC shall contact the Solid Waste Management Program's Engineering Section Chief or her/his designee for approval of such field modification. Such approved field modification shall be included in the as-built drawing submitted following completion of the project and any required QA/QC documentation.

58. Whenever any violation of this Final Consent Judgment, or any applicable permit, or any other event related to Defendant Bridgeton Landfill, LLC's performance under this Final Consent Judgment is believed to pose an immediate threat to the public health or welfare or the

environment, Defendant Bridgeton Landfill, LLC shall notify the Department, verbally or by electronic transmission as soon as possible, but no later than 24 hours after Defendant Bridgeton Landfill, LLC first knew of, or should have known of, the violation or event.

59. Any information provided pursuant to this Final Consent Judgment may be used by the State in any proceedings to enforce the provisions of this Final Consent Judgment and as otherwise permitted by law. All information and documents submitted by Defendant Bridgeton Landfill, LLC to the State pursuant to this Final Consent Judgment shall be subject to public inspection, unless otherwise exempt from public inspection, in accordance with applicable state law.

XVI. Information Collection and Retention

60. Until otherwise directed by the Department, Defendant Bridgeton Landfill, LLC shall retain, and shall instruct its principal contractors to preserve, all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in its or its contractors' or agents' possession or control, or that come into its or its contractors' or agents' possession or control, and that relate in any manner to Defendant Bridgeton Landfill, LLC's performance of its obligations under this Final Consent Judgment. This information-retention requirement shall apply regardless of any contrary corporate or institutional policies or procedures. At any time during this information-retention period, upon request by the State, Defendant Bridgeton Landfill, LLC shall provide the State copies of any non-privileged documents, records, or other information required to be maintained under this Final Consent Judgment.

61. At the conclusion of the information-retention period provided in Paragraph 60, Defendant Bridgeton Landfill, LLC shall notify the State at least ninety days prior to the

destruction of any documents, records, or other information subject to the requirements of the Paragraph 60 and, upon request by the State, Defendant Bridgeton Landfill, LLC shall deliver any such documents, records, or other information to the State that are not protected from disclosure by the attorney-client privilege.

62. This Final Consent Judgment in no way limits or affects any right of entry and inspection, or any right to obtain information, held by the State pursuant to applicable federal or state laws, regulations, or permits, nor does it limit or affect any duty or obligation of Defendant Bridgeton Landfill, LLC to maintain documents, records, or other information imposed by applicable federal or state laws, regulations, or permits.

XVII. Civil Penalty

63. Defendant Bridgeton Landfill, LLC consents to the entry of this Final Consent Judgment in favor of the State of Missouri for a civil penalty of \$1,000,000.00. Defendant Bridgeton Landfill, LLC hereby authorizes entry of this Final Consent Judgment against it and in favor of the State of Missouri for this sum. Payment of this penalty satisfies all claims for civil penalties that the Department has or could have asserted under Chapters 260, 643 and 644 of the Missouri Revised Statutes as of the entry of this Final Consent Judgment.

64. Defendant Bridgeton Landfill, LLC agrees to pay the \$1,000,000.00 civil penalty by Automated Clearing House (“ACH”) Transfer in accordance with current ACH procedures to the “*State of Missouri (St. Louis County)*” within thirty days of the entry of this Final Consent Judgment. The case name and case number shall be noted in the addendum information. Payment shall be made in the amount indicated, using the routing number/account number and other information provided to Defendant Bridgeton Landfill, LLC, to:

Payee: Missouri Attorney General’s Office

Amount: \$1,000,000.00

65. In the event that Defendant Bridgeton Landfill, LLC fails to pay the civil penalty within the time limits imposed in Paragraph 64, Defendant Bridgeton Landfill, LLC shall pay interest on the unpaid portion at the rate of nine percent per annum.

XVIII. Community Project Fund

66. In restitution for damage or harm which was or may be caused by actions alleged in the Petition including but not limited to public nuisance, Defendant Bridgeton Landfill, LLC agrees to pay \$12,500,000.00 into a Community Project Fund established with the St. Louis Community Foundation within thirty days after the entry of this Final Consent Judgment. The Community Project Fund shall be formed and governed as provided by Exhibit I.

67. The Parties stipulate and the Court finds that the Missouri Attorney General is the sole party empowered to enforce the provisions of Exhibit I.

XIX. Natural Resource Damages

68. Within thirty days of the effective date of this Final Consent Judgment, Defendant Bridgeton Landfill, LLC agrees and is ordered to pay Natural Resource Damages in the amount of \$500,000.00 for injury to and destruction of the State's natural resources and in restitution for damage or harm which was or may be caused by the events alleged in the Petition including but not limited to public nuisance. Payment shall be by ACH transfer in accordance with current ACH procedures to the "*State of Missouri (Natural Resource Damages Sub-Account No. 0555)*". The case name and case number shall be noted in the addendum information. These damages will be used by the State to restore, replace, or acquire the equivalent of the injured resources. Payment shall be made in the amount indicated using the routing number and account number, and other information provided to Defendant Bridgeton Landfill, LLC, to:

Payee: State of Missouri, Missouri Department of Natural Resources as trustee

Amount: \$500,000.00

69. In the event that Defendant Bridgeton Landfill, LLC fails to pay the Natural Resource Damages within the time limits imposed in Paragraph 68, Defendant Bridgeton Landfill, LLC shall pay interest on the unpaid portion at the rate of nine percent per annum.

XX. Cost Recovery

70. Within thirty days of the effective date of this Final Consent Judgment, Defendant Bridgeton Landfill, LLC shall pay the sum of \$2,000,000.00 in full restitution to the Department for staff time, overhead, and out-of-pocket expenses and costs incurred up to entry of this Final Consent Judgment and thereafter. Payment shall be made by ACH transfer to the “*State of Missouri Department of Natural Resources*” in accordance with current ACH procedures. The case name and case number shall be noted in the addendum information. No further staff time, overhead, out-of-pocket expenses, or costs shall be billed to Defendant Bridgeton Landfill, LLC or their affiliated parties with respect to the Site. Payment shall be made in the amount indicated, using the routing number and account number and other information provided to Defendant Bridgeton Landfill, LLC, to:

Payee: Missouri Department of Natural Resources

Amount: \$2,000,000.00.

71. In the event that Defendant Bridgeton Landfill, LLC fails to pay the cost recovery within the time limits imposed in Paragraph 70, Defendant Bridgeton Landfill, LLC shall pay interest on the unpaid portion at the rate of nine percent per annum.

XXI. Notices and Submittals

72. Whenever any party must make a report regarding matters addressed by this Final Consent Judgment and required by statute, regulation, or any other law, to a third-party, the reporting party will make such report in a manner consistent with the terms of this Final Consent Judgment, except that no party shall be required to make any report that it believes is not consistent with all applicable statutes, regulations, guidance documents, and any other law in effect at the time of reporting.

73. Whenever under the terms of this Final Consent Judgment notice must be given or a report or other document must be forwarded by one Party to another, it shall be directed to the entities at the addresses specified below:

To the Department:	To the State:
Missouri Department of Natural Resources Solid Waste Management Program P.O. Box 176 Jefferson City, Missouri 65102 Phone: (573) 751-5401 Fax: (573) 526-3902	Missouri Attorney General's Office P.O. Box 899 Jefferson City, Missouri 65102 Phone: (573) 751-3321 Fax: (573) 751-0774
Missouri Department of Natural Resources General Counsel P.O. Box 176 Jefferson City, Missouri 65102 Phone: (573) 751-0323	Missouri Department of Natural Resources General Counsel P.O. Box 176 Jefferson City, Missouri 65102 Phone: (573) 751-0323
To Defendants:	
Environmental Manager Bridgeton Landfill, LLC 13370 St. Charles Rock Road Bridgeton, Missouri Phone: (314) 656-2114	William G. Beck Peter F. Daniel Allyson E. Cunningham Lathrop Gage LLP 2345 Grand Blvd., Suite 2200 Kansas City, MO 64108 Phone: (816) 292-2000 Fax: (816) 292-2001
Chief Legal Officer Republic Services, Inc. 18500 N. Allied Way Phoenix, Arizona 85054	

74. Either party may update the delivery address by giving written notice of the new address to the other parties at the addresses above or to the most recent address provided in accordance with Paragraph 73.

XXII. Force Majeure

75. "Force majeure," for purposes of this Final Consent Judgment, is defined as any event arising from causes beyond the control of Defendant Bridgeton Landfill, LLC, of any entity controlled by Defendant Bridgeton Landfill, LLC, or of Defendant Bridgeton Landfill, LLC's contractors, which delays or prevents the performance of any obligation under this Final Consent Judgment despite Defendant Bridgeton Landfill, LLC's best efforts to fulfill the obligation. The requirement that Defendant Bridgeton Landfill, LLC exercise "best efforts to

fulfill the obligation” includes using best efforts to anticipate and prevent any potential force majeure event and best efforts to minimize the effects of any such event as it is occurring and after it has occurred to prevent or minimize any resulting delay to the greatest extent possible. Force majeure does not include unanticipated or increased expenses or costs associated with implementation of this Final Consent Judgment, changed financial circumstances, or other financial or budgetary issues. Failure to apply for a required permit or approval, or to provide in a timely manner all information required to obtain a permit or approval necessary to meet the requirements of this Final Consent Judgment, are not force majeure events.

76. If any event occurs or has occurred that may delay the performance of any obligation under this Final Consent Judgment, whether or not caused by a force majeure, Defendant Bridgeton Landfill, LLC shall provide notice verbally or by e-mail or facsimile transmission to the Department and the Attorney General’s Office in accordance with Section XXI (“Notices and Submittals”), within twenty-four hours of when Defendant Bridgeton Landfill, LLC first knew that the event might cause a delay. Within seven days thereafter, Defendant Bridgeton Landfill, LLC shall provide in writing to the Department and the Attorney General’s Office, in accordance with Section XXI (“Notices and Submittals”): an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; Defendant Bridgeton Landfill, LLC’s rationale for attributing such delay to a force majeure if it intends to assert such a claim; and a statement as to whether, in the opinion of Defendant Bridgeton Landfill, LLC, such event may cause or contribute to an endangerment to public health, welfare or the environment. Defendant Bridgeton Landfill, LLC shall include with any notice all

available documentation supporting the claim that the delay was attributable to a force majeure. Failure to comply with the above requirements shall preclude Defendant Bridgeton Landfill, LLC from asserting any claim of force majeure for that event for the period of time of such failure to comply, and for any additional delay caused by such failure. Defendant Bridgeton Landfill, LLC shall be deemed to know of any circumstance of which Defendant Bridgeton Landfill, LLC, any entity controlled by Defendant Bridgeton Landfill, LLC, or Defendant Bridgeton Landfill, LLC's contractors knew or should have known.

77. If the State agrees that a force majeure has occurred, the State may agree to extend the time for Defendant Bridgeton Landfill, LLC to perform the obligation(s) under this Final Consent Judgment that are affected by the force majeure for the time necessary to complete those obligations. An extension of the time for performance of the obligations affected by the force majeure shall not, by itself, extend the time for performance of any other obligation. The State will notify Defendant Bridgeton Landfill, LLC in writing of the length of the extension, if any, for performance of the obligations affected by the force majeure.

78. If the State does not agree that a force majeure has occurred, or does not agree to the extension of time sought by Defendant Bridgeton Landfill, LLC, the State's position shall be binding, unless Defendant Bridgeton Landfill, LLC invokes dispute resolution under Section XXIII ("Dispute Resolution"). If Defendant Bridgeton Landfill, LLC elects to invoke the dispute resolution procedures set forth in Section XXIII ("Dispute Resolution"), it shall do so no later than fifteen days after receipt of the State's notice. In any such proceeding, Defendant Bridgeton Landfill, LLC shall have the burden of demonstrating by a preponderance of the evidence that the delay or anticipated delay has been or will be caused by a force majeure, that the duration of the delay or the extension sought was or will be warranted under the circumstances, that best

efforts were exercised to avoid and mitigate the effects of the delay, and that Defendant Bridgeton Landfill, LLC complied with the requirements of Paragraph 76, above. If Defendant Bridgeton Landfill, LLC carries this burden, the delay at issue shall be deemed not to be a violation by Defendant Bridgeton Landfill, LLC of the affected obligation of this Final Consent Judgment identified to the State and the Court.

XXIII. Dispute Resolution

79. In the event that a dispute arises under this Final Consent Judgment and the Parties are unable to promptly resolve the dispute outside the process described in subparagraphs (a)-(d) of this Paragraph 79, the following dispute resolution process shall apply:

a. The complaining Party shall provide notice of the disputed issue, the demand, or decision, in writing, and provide a reasonable time for the responding Party to respond to the notice in writing. The responding Party shall have thirty days from the receipt of notice of the dispute to resolve the dispute through informal negotiations. If agreement is reached, the resolution shall be reduced to writing. The time for informal negotiations may be extended by written agreement between the Parties;

b. In the event the Parties fail to resolve the dispute, either Party may seek resolution of the dispute in this Court;

c. In any proceeding before the Court, the standard for factual issues shall be preponderance of the evidence;

d. The invocation of the dispute resolution procedures under this Section shall not extend, postpone or affect any obligation of Defendant Bridgeton Landfill, LLC under this Final Consent Judgment unless expressly provided herein or unless the Parties agree to the extension, postponement, or effect. Nor shall the Department be precluded

from seeking immediate equitable relief from the Court should the Department determine that the dispute involves a matter that may endanger public health or safety, or poses an imminent threat to the environment.

XXIV. Indemnification

80. Defendant Bridgeton Landfill, LLC agrees to indemnify and hold harmless the Department and the Missouri Attorney General's Office from any and all claims or causes of action arising from any acts or omissions of Defendant Bridgeton Landfill, LLC arising from or related to the work required under this Final Consent Judgment. The Department and the Missouri Attorney General's Office agree to provide notice to Defendant Bridgeton Landfill, LLC within thirty days after receipt of any claim which may be the subject of indemnity as provided in this Section, and to cooperate with Defendant Bridgeton Landfill, LLC in the defense of any such claim or action against the Department or the Missouri Attorney General's Office. The Department and the Missouri Attorney General's Office shall not be considered a party to and shall not be held liable under any contract entered into by Defendant Bridgeton Landfill, LLC in carrying out the activities pursuant to this Final Consent Judgment.

XXV. Modification and Termination

81. Except as otherwise specified herein, this Final Consent Judgment may be modified or amended only upon written agreement by the Parties, their successors and assigns, and with the approval of the Court. All major modifications shall be in writing and filed with the Court. Technical changes to the injunctive relief can be made by mutual agreement of all Parties in writing, signed by all without Court approval.

82. The Court may terminate this Final Consent Judgment at any time, or upon the motion of either party upon a showing that the material purposes of the Final Consent Judgment

have been achieved and that further participation by the Court is not justified. The release and covenants contained in paragraphs 12, 14, and 15 of this Final Consent Judgment survive any termination of this Final Consent Judgment.

XXVI. Costs

83. Defendant Bridgeton Landfill, LLC shall pay all costs payable to the Court in this action. Other than the costs payable to the Court, each Party shall pay its own costs and expenses.

XXVIII. Authorized Signatures for the Parties

The Parties hereby consent to this Final Consent Judgment through their duly authorized representatives as indicated below.

REPUBLIC SERVICES, INC.

By: John B. Nickerson

Title: Vice President

Date: June 21, 2018

ALLIED SERVICES, LLC

By: John B. Nickerson

Title: Vice President

Date: June 21, 2018

BRIDGETON LANDFILL, LLC

By: John B. Nickerson

Title: Vice President

Date: June 21, 2018

MISSOURI ATTORNEY GENERAL'S OFFICE in the name on the behalf of the STATE OF MISSOURI

By: _____

Title: _____

Date: _____

MISSOURI DEPARTMENT OF NATURAL RESOURCES

By: _____

Title: _____

Date: _____

XXVIII. Authorized Signatures for the Parties

The Parties hereby consent to this Final Consent Judgment through their duly authorized representatives as indicated below.

REPUBLIC SERVICES, INC.

By: _____

Title: _____

Date: _____

ALLIED SERVICES, LLC

By: _____

Title: _____

Date: _____

BRIDGETON LANDFILL, LLC

By: _____

Title: _____

Date: _____

MISSOURI ATTORNEY GENERAL'S OFFICE in the name on the behalf of the STATE OF MISSOURI

By: Ryan Bangert

Title: Deputy Attorney General - Civil

Date: June 25, 2018

MISSOURI DEPARTMENT OF NATURAL RESOURCES

By: _____

Title: _____

Date: _____

XXVIII. Authorized Signatures for the Parties

The Parties hereby consent to this Final Consent Judgment through their duly authorized representatives as indicated below.

REPUBLIC SERVICES, INC.

By: _____

Title: _____

Date: _____

ALLIED SERVICES, LLC

By: _____

Title: _____

Date: _____

BRIDGETON LANDFILL, LLC

By: _____

Title: _____

Date: _____

MISSOURI ATTORNEY GENERAL'S OFFICE in the name and on the behalf of the STATE OF MISSOURI

By: _____

Title: _____

Date: _____

MISSOURI DEPARTMENT OF NATURAL RESOURCES

By:  _____

Title: Director

Date: 6/21/2018

FINAL JUDGMENT AND ORDER

The Court is satisfied that the provisions of this Final Consent Judgment resolve the issues raised by the Petition. The Court hereby approves and enters this Final Consent Judgment. The Court retains jurisdiction over the matter in order to enforce each and every term of this Final Consent Judgment.

SO ORDERED.


Circuit Judge

Date: 6-29-18