

OHIO  
ATTORNEY GENERAL

FILED

IN THE COURT OF COMMON PLEAS  
CLERMONT COUNTY, OHIO

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ENVIRONMENTAL  
ENFORCEMENT  
COURT OF COMMON PLEAS  
CLERMONT COUNTY, OHIO

STATE OF OHIO, ex rel., )  
ANTHONY J. CELEBREZZE, JR., )  
ATTORNEY GENERAL OF OHIO, )

Plaintiff, )

v. )

BROWNING-FERRIS INDUSTRIES, )  
INC.; BROWNING-FERRIS SERVICE, )  
INC.; CECOS INTERNATIONAL, )  
INC.; MARK MONROE; AND )  
JAMES SALMON, )

Defendants. )

Case No. 88CV0172

Judge Stapleton

CONSENT DECREE

This action for injunctive relief and civil penalties was instituted by Plaintiff, State of Ohio, ex rel. Anthony J. Celebrezze, Jr., the Attorney General of the State of Ohio, pursuant to the authority of Sections 3734.10 and 3734.13(C) of the Ohio Revised Code, against the Defendants, Browning-Ferris Industries, Inc., Browning-Ferris Services, Inc., CECOS International, Inc., Mark Monroe, and James Salmon. The Civil Complaint initiating this action was filed on March 2, 1988; the Amended Complaint was filed November 8, 1988; the Second Amended Complaint was filed January 25, 1990.

The parties have reached agreement on the scope of injunctive relief and civil penalties appropriate to resolve this case.

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NOW, THEREFORE, without trial of any issue of law or fact, and without admission by Defendants of any facts or violations of law alleged in the Complaint, the parties agree to entry of this Decree, as evidenced by the signatures of the parties affixed hereto;

Therefore, it is ORDERED, ADJUDGED AND DECREED, as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction over the subject matter of this suit pursuant to Sections 3734.10 and 3734.18 of the Ohio Revised Code. The Civil Complaint, as amended, states a claim upon which relief can be granted. This Court has jurisdiction over the parties hereto. Venue is proper in this Court.

PARTIES

2. Plaintiff is the State of Ohio by relator Anthony J. Celebrezze, Jr., Attorney General for the State of Ohio, at the request of the Director of the Ohio Environmental Protection Agency (hereinafter "OEPA").

3. Defendant Browning-Ferris Industries, Inc. (hereinafter "BFI") is duly incorporated under the laws of the State of Delaware.

4. Defendant Browning-Ferris Services, Inc., (hereinafter "BFSI") is duly incorporated under the laws of the state of Delaware.

5. Defendant CECOS International, Inc. (hereinafter "CECOS") is duly incorporated under the laws of the State of New York. CECOS is a wholly-owned subsidiary of BFI.

6. At all times material to this action, CECOS has been licensed under the laws of the State of Ohio to operate the facility located at 5092 Aber Road, Williamsburg, Ohio (hereinafter the "Aber Road facility") as a hazardous waste facility. CECOS is the "owner" as that term is defined in OAC 3745-50-10(A)(74) and "operator" as that term is defined in OAC 3745-50-10(A)(73) of a "hazardous waste facility" as that term is defined in OAC 3745-50-10(A)(74).

7. Defendant Mark Monroe was District Manager employed by CECOS at the Aber Road facility up to January of 1989. He is no longer employed by CECOS.

8. Defendant James Salmon was Technical Manager employed by CECOS at the Aber Road facility during the period relevant to this action. He is no longer employed by CECOS.

9. The provisions of this Consent Decree shall apply to and be binding upon CECOS and its successors and assigns. CECOS shall provide a copy of this Consent Decree to each officer, employee, agent or contractor they employ or enlist to perform work itemized herein, and CECOS shall insure that each general contractor shall provide a copy of this Consent Decree to each of its subcontractors before such work.

10. Defendants Monroe and Salmon, upon entry of this Decree by the Court, shall be dismissed from this action. Defendants BFI and BFSI shall remain in this case solely as guarantors of Defendant CECOS regarding obligations under this Decree as provided in paragraph 22 herein. No obligation under this Decree shall affect or oblige BFI or BFSI except as guarantors of CECOS' obligations as provided in paragraph 22 herein.

INJUNCTIVE RELIEF

11. CECOS is permanently enjoined in the management and operation of the Aber Road facility to comply with ORC Chapter 3734 and the regulations thereunder. CECOS is further enjoined from accepting any hazardous waste, Toxic Substances Control Act (hereinafter "TSCA") waste, or solid waste for disposal at the Aber Road Facility after the entry of this Consent Order; provided, however, that CECOS shall be permitted to dispose of any hazardous, TSCA or solid waste in Cell 13 which is generated on-site at the Aber Road facility as a result of any of its activities pursuant to, and in the manner authorized by, the closure plan approved by the State of Ohio for the Aber Road facility or any on-site remedial activity conducted pursuant to Section 3008(h) of RCRA, 42 U.S.C. §6928(h). CECOS is further enjoined from transferring the Aber Road facility property to any other entity which would attempt to operate the facility as a solid, hazardous or TSCA waste treatment, storage, or disposal

facility. The facility shall never again be used by CECOS or any subsequent owner or operator as a waste treatment, storage or disposal facility except as such activities are specifically authorized in the closure or remediation process.

PAYMENTS TO THE STATE

12. CECOS shall pay to Plaintiff State of Ohio the amount of \$2,500,000.00 in the following manner:

- a. Within thirty (30) days after entry of this Decree, CECOS shall pay by certified checks a civil penalty in the total amount of \$1,500,000.00 payable to the Treasurer, State of Ohio. This payment shall be credited in the following manner:
  - (i) \$750,000.00 to the Hazardous Waste Facility Management Special Account Fund (621 Account);  
and
  - (ii) \$750,000.00 to the Hazardous Waste Clean Up Special Account Fund (623 Account).
- b. Within thirty (30) days after entry of this Decree, CECOS shall pay an additional sum of \$1,000,000.00 by certified check, payable to the order of Clerk of Courts of Clermont County, Ohio, which shall be deposited into a separate interest-bearing account in accordance with separate written instructions to the Clerk signed by the signatories to this Consent Decree. The check shall be delivered to and

registered with the Clermont County Court of Common Pleas to be held by the Clerk for delivery, as follows:

- (1) If the Ohio General Assembly enacts legislation creating The Ohio Environmental Education Fund by December 31, 1990, and if that legislation thereafter becomes legally effective in the State of Ohio, the Clerk of Court shall transfer the \$1,000,000 plus interest per Plaintiff's instruction for deposit into the Ohio Environmental Education Fund;
- (2) If the Ohio General Assembly does not enact legislation creating the Ohio Environmental Education Fund by December 31, 1990, or if such legislation does not become legally effective after its enactment, the Clerk of Court shall transfer the \$1,000,000 plus interest to the Treasurer, State of Ohio, to be deposited in the same manner as a civil penalty, and such funds shall be distributed equally between the Hazardous Waste Facility Management Special Account Fund (621 Account) and the Hazardous Waste Clean Up Special Account Fund (623 Account).

PAYMENTS TO CLERMONT COUNTY

13. CECOS shall pay, as directed in writing by the Clermont County Board of Commissioners, the sum of \$1,000,000.00 by certified check(s) within thirty days of being advised in writing by the Board of Commissioners as to the appropriate public fund(s) or account(s) to which such payment is to be made. Such payment shall be used solely for the benefit of the citizens of Clermont County.

SATISFACTION OF LAWSUIT

14. Plaintiff alleges in its Civil Complaint, as amended, that Defendants have operated the Aber Road facility in such a manner as to result in violations of Ohio's hazardous waste laws contained in R.C. Chapter 3734 and rules adopted thereunder. Nothing in this Consent Decree or any document incorporated herein by reference shall constitute an admission by Defendants of any violations in the Civil Complaint, as amended, or of any other violations not specifically pled. Except as specifically provided in paragraph 15, compliance with the terms of this Consent Decree shall constitute full satisfaction of any liability of Defendants to the State of Ohio for all claims whether or not alleged in the Complaint, as amended, arising from or related to the operation of the CECOS Aber Road facility prior to the date of this Consent Decree, including, but not limited to, claims which arose from: the alleged spill of leachate on or about August 31, 1987 at cell number 9; the alleged closure of

cell number 9 in contravention of the approved closure plan; the alleged acceptance of wastes that did not fit the description of the wastes contained in the waste product review or waste characterization data forms for each waste approved by Ohio EPA; the alleged failure to timely submit water samples pursuant to the approved surface water management plan; and the alleged failure to implement a groundwater monitoring program, all as alleged in the Civil Complaint, as amended; the alleged failure to close the Solid Tek solidification basin; the alleged release of contaminants from Cell 2 of the facility on or about September 17, 1988; and the alleged failure to comply with requirements of law relating to the facility waste analysis plan.

RESERVATION OF RIGHTS

15. Nothing in the Consent Order shall be construed so as to preclude the State of Ohio from seeking an injunction for remedial or corrective action at the Aber Road facility pursuant to the provisions of R.C. Chapter 3734, or from bringing an action for costs incurred by the Ohio EPA pursuant to said chapter or Chapter 3745.12 or federal law. Nothing in this Decree shall be construed to limit the authority of the State of Ohio to seek relief from claims or conditions not specifically discharged in paragraph 14, including, but not limited to, those claims not alleged in the Civil Complaint, as amended, or otherwise identified in paragraph 14, above, and those claims which occur after the journalization of the Consent Decree.



### SITE ACCESS

16. Ohio EPA and its employees shall have unrestricted authority during reasonable hours to monitor or investigate compliance with the terms of this Consent Decree. The monitoring and investigation authorized by this section shall include: 1) inspection, reviewing, and copying all documents (not covered by the attorney-client privilege or the attorney work-product doctrine) generated or retained by Defendants to comply with the terms of this Consent Decree; 2) observing, photographing, or otherwise documenting the performance or completion of work activity required by this Consent Decree; and 3) conducting such other monitoring and investigation activity as Ohio EPA deems necessary to monitor Defendants' compliance with this Consent Decree. These provisions in no way limit any right of entry by Ohio EPA to take samples, conduct investigations or to take photographs pursuant to State laws, regulations or permits. A representative of the Clermont County General Health District Board of Health shall be entitled to conduct monitoring and investigative activities with regard to the facility to the same extent as and as part of any such activities conducted by Ohio EPA in accordance with the provisions of this paragraph 16.

### POTENTIAL DEFENSES

17. In any action to enforce any of the provisions of this Consent Decree, Defendant may raise at that time the question of whether it is entitled to a defense that its conduct

was caused by reasons beyond its control such as, by way of example and not limitation, act of God, unusually severe weather conditions, strikes, acts of war or civil disturbance or orders of any regulatory agency. While Plaintiff does not agree that such a defense exists, it is however, hereby agreed upon by the parties that it is premature at this time to raise and adjudicate the existence of such a defense and that the appropriate point at which to adjudicate the existence of such a defense is at the time that an enforcement action, if any, is commenced. Acceptance of this Consent Decree without a force majeure clause does not constitute a waiver by Defendant of any rights or defense it may have under applicable law.

#### COSTS

18. Defendant CECOS shall bear court costs in this matter.

#### RELATIONSHIP TO OTHER LAWS

19. Nothing in the Consent Decree shall be construed to relieve Defendant of its obligations to comply with all applicable federal, state or local laws, statutes, rules, regulations.

#### EFFECTIVE AND TERMINATION DATE

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

21. The Court shall retain jurisdiction of this matter for the purpose of overseeing Defendant's compliance with this Consent Decree.

GUARANTORS

22. Where this Decree requires actions to be performed by CECOS, Defendant BFSI and its successors or assigns shall guaranty the performance of CECOS and shall assume the responsibility to perform such actions as required by this Decree if not performed by CECOS or its successors or assigns. BFI and its successors or assigns shall guaranty payment of CECOS' monetary obligations under this Decree and shall assume the obligation to pay such monetary obligations as required by this Decree if not paid by CECOS or its successors or assigns. "Monetary obligations" includes, but is not limited to, all costs and expenses that may be necessary or appropriate to implement or discharge any obligation of CECOS under this Decree. BFI and BFSI shall be liable under this Decree only if, after CECOS fails to perform an obligation under this Decree, they also fail to satisfy their respective obligations as guarantors.

STATE OF OHIO

By: *Anthony J. Celebrezze, Jr.*  
Anthony J. Celebrezze, Jr.

By: *Dominic J. Hanket*  
Dominic J. Hanket  
Assistant Attorney General

CECOS INTERNATIONAL, INC.

By: *James R. Stout*  
James R. Stout, Vice President

BROWNING-FERRIS INDUSTRIES, INC.

By: *Gerald K. Burger*  
Gerald K. Burger Secretary

BROWNING-FERRIS SERVICES, INC.

By: Gerald K. Burger  
Gerald K. Burger,  
Vice President

MARK MONROE  
JAMES SALMON

By: Frank L. Merrill  
Frank L. Merrill  
Bricker & Eckler  
Columbus, Ohio  
Counsel for Mark Monroe,  
James Salmon, Browning-Ferris  
Industries, Inc.,  
Browning-Ferris Services,  
Inc., CECOS International,  
Inc.

Of Counsel to Defendants:  
Charles H. Waterman, III  
Bricker & Eckler  
James R. Moore  
Perkins Coie  
W. Boone Vastine, II  
BFI

DATED AND ENTERED this 30 day of April, 1990.

William B. Spaldin  
JUDGE  
Court of Common Pleas

88-CV-0172

DEXTER K. BASTIN  
ATTORNEY AT LAW  
PROFESSIONAL BUILDING  
285 MAIN STREET  
BATAVIA, OHIO 45103  
PHONE (513) 732-2800

April , 1990

Honorable William B. Stapleton  
c/o Donald W. White  
Prosecuting Attorney  
Clermont County, Ohio

Dear Judge Stapleton:

It is with great relief that I am able to communicate with you concerning the proposed permanent closure of the CECOS Hazardous Waste Landfill in Clermont County. I am proud of my status as one of many persons whom CECOS and its predecessors have attempted to quiet with the filing of million dollar lawsuits. The individuals and governmental bodies who have questioned and opposed the existence of this facility, particularly the Clermont County Board of Commissioners are to be commended for their dedication and committment.

My specific purpose in writing to you is to express the position of the Village of Williamsburg concerning the proposed settlement of the litigation pending before you. We were informed through Prosecuting Attorney Donald White that you desire our input.

The Williamsburg Village officials, after reviewing the settlement, have two responses. First, they are extremely elated that CECOS is to close. Such closure must occur before a long term maintenance program can begin. The publicity surrounding CECOS usually includes reference to Williamsburg. Hopefully, with closure of the facility, we can proceed with the orderly growth of our Village and surrounding area.

Our village officials are angered that the Village faces long term monitoring of the water quality in the East Fork without financial support from the entity which created the hazard. The Village wants and needs ways to insure the quality of the Village water supply. We feel that CECOS should be responsible for these expenses.

90 APR 30 P12:11  
CLERK OF COURTS  
CLERMONT COUNTY

JOINT EXHIBIT

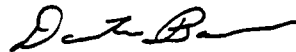
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Hon. William B. Stapleton  
April , 1990  
Page Two

The Clermont County Board of Commissioners, through assistant administrator Steve Wharton, expressed to us their intention to use the \$1,000,000.00 payment from CECOS to provide the monitoring of the East Fork water quality and the abatement of any problems. We applaud the Commissioners' plan, but are all too aware of the fact that Commissioners and priorities change.

Thank you for the opportunity to express our concerns. Our first priority is to close the CECOS facility and we do not want to become involved in a dispute over the amount and distribution of the civil penalties if that dispute would, in any way, jeopardize the immediate and permanent closure of the landfill.

Respectfully,



DEXTER K. BASTIN  
Solicitor  
Village of Williamsburg

DKB/kmb

EXHIBIT B

**SUMMARY OF ENVIRONMENTAL, HEALTH, SAFETY AND TRANSPORTATION  
AUDIT PROGRAM  
FOR CECOS INTERNATIONAL, INC.**

I. Purpose and Objectives

The intent of CECOS International, Inc. is to comply with all federal, state and local laws, regulations, permits and orders related to the protection of health and the environment and to incorporate these mandates into all of our daily activities. CECOS' explicit concept of business ethics includes a position that safeguarding the health and welfare of all employees, of customers, and of the general public is crucial to our personal, moral behavior as employees and managers. CECOS has adopted and fully supports policies concerning maintaining environmental compliance and integration of occupational safety and health principles into every activity. CECOS managers and staff are expected to not only comply with the explicit letter of these policies, but also to incorporate the spirit of these policies in their daily decisions.

Within this policy framework, the purposes of an audit program are to provide legal advice to the Company that verifies compliance status, that reduces corporate risk/loss exposure on all appropriate bases, that identifies problems early and that tracks actions to solve these problems. These activities will also aid the company in identifying needed improvement and in scheduling and budgeting for these improvements.

Specific objectives for this program include:

1. identification and documentation of compliance status overall and by facility;

2. improvement in overall environmental performance by identifying management practices which will reduce future environmental vulnerability;
3. provision of assistance to District management in identifying appropriate options for achieving environmental compliance and improving environmental management practices;
4. increasing the overall level of environmental awareness; and
5. improvement of the environmental risk/liability management system.

## II. Organization and Goals

To help achieve these objectives, the following organization has been outlined:

The CECOS audit staff comes under the organization of the CECOS Environmental Affairs Department which is managed by the Vice President, Environmental Affairs. The audit staff consists of a manager, Environmental Facility Audits, two senior auditors and two auditors. The Manager reports directly to the Vice President, Environmental Affairs with reporting responsibility to both CECOS-General Counsel and CECOS-President. These reporting responsibilities are intended to ensure that the integrity and independence of the audit programs are preserved.

The goals of the audit program are to:

1. audit each CECOS facility once per year in a thorough and detailed fashion;
2. report formally all audit findings in a comment draft report within 30 days of completion of the site visit and to issue a final report within two weeks after the comment drafts are returned;



3. follow-up each audit until all findings are appropriately addressed, to explicitly include a 90-day follow up audit;
4. conduct spot compliance audits at each facility at least twice per year to further verify compliance;
5. audit each hazardous waste processing, disposal or recycling subcontract facility used by CECOS once every three years;
6. audit each property, facility or company proposed for lease, acquisition or joint venture both for compliance/operability improvement and liability assessment purposes at the initial stages of negotiation, and again for compliance/operability certification and due diligence documentation in the final stages of negotiation;
7. issue acquisition audit reports within 15 work days of completion of site visits and subcontractor audit reports within 10 days of site visit;
8. issue an audit program evaluation report containing annual accomplishments, documentable improvements and general data on overall findings within 60 days of the end of each fiscal year;
9. respond to special requests for assistance from other corporate departments and from CECOS districts as quickly and thoroughly as possible within the constraints of other scheduled activities;
10. publish a revised and expanded audit procedure guide for the company with annual revision thereafter.

## CERTIFICATE OF SECRETARY

The undersigned, Secretary of CECOS International, Inc., a New York corporation (the "Company"), hereby certifies that the following is a true and correct copy of resolutions which were duly adopted by unanimous written consent of the Board of Directors of the Company on April 26, 1990, that such resolutions have not been rescinded, amended or modified in any respect, and are in full force and effect on the date hereof:

WHEREAS, in connection with the criminal case currently pending in the Court of Common Pleas, Clermont County, Ohio, known as, State of Ohio v. CECOS International, Inc., Browning-Ferris Industries, Inc., Alan Orth and John Stirnkorb (Criminal Nos: 85-CR-5240(C) through 85-CR-5263(C) and 85-CR-5240(D) through 85-CR-5263(D)), the State of Ohio, the Company and its parent company, Browning-Ferris Industries, Inc., a Delaware corporation ("BFI"), will enter into that certain Plea Agreement (the "Plea Agreement"), providing, among other things, for the Company to enter a plea of guilty to the charge that on or about November 1, 1984, at the County of Clermont, Ohio, it unlawfully and recklessly violated the terms and conditions requiring compliance with performance standards of the hazardous waste facility installation and operation permit issued to CECOS/CER Co. contrary to and in violation of Sections 3734.11, 3734.99 and 2901.23 of the Revised Code of the State of Ohio, and for the Company to pay a fine in the amount of Twenty-Five Thousand and No/100 Dollars (\$25,000.00), and at the time of sentencing, the State of Ohio will dismiss all remaining charges against the Company and BFI; and


WHEREAS, in connection with the settlement of the civil case currently pending in the Court of Common Pleas, Clermont County, Ohio, known as, State of Ohio, ex rel., Anthony J. Celebrezze, Jr., Attorney General of Ohio v. Browning-Ferris Industries, Inc.; Browning-Ferris Services, Inc.; CECOS International, Inc.; Mark Monroe; and James Salmon (Case No. 88CV0172), the State of Ohio, the Company and the remaining defendants will enter into that certain Consent Decree (the "Consent Decree"), providing, among other things, for the Company to agree to close its Aber Road Hazardous Waste Facility and never to transfer the referenced facility to another entity for the use of same as a waste treatment, storage or disposal facility, except as such activities are specifically authorized in the

closure or remediation process, and for the Company to pay the sum of Three Million Five Hundred Thousand and No/100 Dollars (\$3,500,000.00) pursuant to the terms and provisions as set forth in the Consent Decree; the Company to be bound by the provisions of the Consent Decree without admission by it or any of the other defendants of any facts or violations of law alleged in the foregoing complaint; so be it

**RESOLVED THEREFORE**, that the form, terms and provisions of the Plea Agreement, substantially in the form as presented to this Board of Directors, are hereby in all respects authorized, approved and adopted, and further that James R. Stout, a Vice President of the Company, the President or any other Vice President of the Company, or an attorney from the law firm of Bauer, Morelli & Heyd Co., L.P.A. representing the Company in this matter, is hereby authorized and directed to enter a plea of guilty on behalf of the Company as set forth in the Plea Agreement and to execute and deliver the Plea Agreement in the name and on behalf of the Company, and further that such officer, with the advice of counsel to the Company, may take or cause to take such other actions on behalf of the Company as are deemed necessary in order to effectuate the intent and purposes of this resolution, and that the Company, its successors and assigns, are bound by the terms and conditions of the Plea Agreement; and

**RESOLVED FURTHER**, that the form, terms and provisions of the Consent Decree, substantially in the form as presented to this Board of Directors, are hereby in all respects authorized, approved and adopted, and further that James R. Stout, a Vice President of the Company, the President or any other Vice President of the Company, or an attorney from the law firm of Bricker & Eckler representing the Company in this matter, is hereby authorized and directed to execute and deliver the Consent Decree in the name and on behalf of the Company, and further that such officer, with the advice of counsel to the Company, may take or cause to take such other actions on behalf of the Company as are deemed necessary in order to effectuate the intent and purposes of this resolution, and that the Company, its successors and assigns, are bound by the terms and conditions of the Consent Decree.

WITNESS MY HAND, this 30th day of April, 1990.

  
\_\_\_\_\_  
Gerald K. Burger,  
Secretary

## CERTIFICATE OF SECRETARY

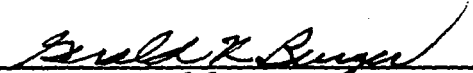
The undersigned, Secretary of Browning-Ferris Services, Inc., a Delaware corporation (the "Company"), hereby certifies that the following is a true and correct copy of resolutions which were duly adopted by unanimous written consent of the Board of Directors of the Company on April 26, 1990, that such resolutions have not been rescinded, amended or modified in any respect, and are in full force and effect on the date hereof:

WHEREAS, in connection with the settlement of the civil case currently pending in the Court of Common Pleas, Clermont County, Ohio, known as, State of Ohio, ex rel., Anthony J. Celebrezze, Jr., Attorney General of Ohio v. Browning-Ferris Industries, Inc.; Browning-Ferris Services, Inc.; CECOS International, Inc.; Mark Monroe; and James Salmon (Case No. 88CV0172), the State of Ohio, the Company and the remaining defendants will enter into that certain Consent Decree (the "Consent Decree"), providing, among other things, for CECOS International, Inc. ("CECOS"), a New York corporation and affiliate of the Company, to agree to close its Aber Road Hazardous Waste Facility and never to transfer the referenced facility to another entity for the use of same as a waste treatment, storage or disposal facility, except as such activities are specifically authorized in the closure or remediation process, and for CECOS to pay the sum of Three Million Five Hundred Thousand and No/100 Dollars (\$3,500,000.00) pursuant to the terms and provisions as set forth in the Consent Decree, with the Company agreeing to guarantee the performance obligations imposed upon CECOS under the Consent Decree, and to be bound by the provisions of the Consent Decree to that extent without admission by it or any of the other defendants of any facts or violations of law alleged in the foregoing complaint; so be it

RESOLVED THEREFORE, that the form, terms and provisions of the Consent Decree, substantially in the form as presented to this Board of Directors, are hereby in all respects authorized, approved and adopted, and further that Gerald K. Burger, a Vice President of the Company, the President or any other Vice President of the Company, or an attorney from the law firm of Bricker & Eckler representing the Company in this matter, is hereby authorized and directed to execute and deliver the Consent Decree in the name and on behalf of the Company, and further that such officer, with the advice of counsel to the Company, may take or

cause to take such other actions on behalf of the Company as are deemed necessary in order to effectuate the intent and purposes of this resolution, and that the Company, its successors and assigns, are bound by the terms and conditions of the Consent Decree to the extent as set forth hereinabove.

WITNESS MY HAND, this 30th day of April, 1990.

  
\_\_\_\_\_  
Gerald K. Burger,  
Secretary

CERTIFICATE OF SECRETARY

The undersigned, Secretary of Browning-Ferris Industries, Inc., a Delaware corporation (the "Company"), hereby certifies that the following is a true and correct copy of resolutions which were duly adopted by unanimous written consent of the Executive Committee of the Board of Directors of the Company on April 26, 1990, that such resolutions have not been rescinded, amended or modified in any respect, and are in full force and effect on the date hereof:

WHEREAS, in connection with the criminal case currently pending in the Court of Common Pleas, Clermont County, Ohio, known as, State of Ohio v. CECOS International, Inc., Browning-Ferris Industries, Inc., Alan Orth and John Stirnkorb (Criminal Nos: 85-CR-5240(C) through 85-CR-5263(C) and 85-CR-5240(D) through 85-CR-5263(D)), the State of Ohio, the Company and its wholly-owned subsidiary, CECOS International, Inc., a New York corporation ("CECOS"), will enter into that certain Plea Agreement (the "Plea Agreement"), providing, among other things, for CECOS to enter a plea of guilty to the charge that on or about November 1, 1984, at the County of Clermont, Ohio, it unlawfully and recklessly violated the terms and conditions requiring compliance with performance standards of the hazardous waste facility installation and operation permit issued to CECOS/CER Co. contrary to and in violation of Sections 3734.11, 3734.99 and 2901.23 of the Revised Code of the State of Ohio, and for CECOS to pay a fine in the amount of Twenty-Five Thousand and No/100 Dollars (\$25,000.00), and at the time of sentencing, the State of Ohio will dismiss all remaining charges against the Company and CECOS; and

WHEREAS, in connection with the settlement of the civil case currently pending in the Court of Common Pleas, Clermont County, Ohio, known as, State of Ohio, ex rel., Anthony J. Celebrezze, Jr., Attorney General of Ohio v. Browning-Ferris Industries, Inc.; Browning-Ferris Services, Inc.; CECOS International, Inc.; Mark Monroe; and James Salmon (Case No. 88CV0172), the State of Ohio, the Company and the remaining defendants will enter into that certain Consent Decree (the "Consent Decree"), providing, among other things, for CECOS to agree to close its Aber Road Hazardous Waste Facility and never to transfer the referenced facility to another entity for the use of same as a

waste treatment, storage or disposal facility, except as such activities are specifically authorized in the closure or remediation process, and for CECOS to pay the sum of Three Million Five Hundred Thousand and No/100 Dollars (\$3,500,000.00) pursuant to the terms and provisions as set forth in the Consent Decree, with the Company agreeing to guarantee the monetary obligations imposed upon CECOS under the Consent Decree, and to be bound by the provisions of the Consent Decree to that extent without admission by it or any of the other defendants of any facts or violations of law alleged in the foregoing complaint; so be it

RESOLVED THEREFORE, that the form, terms and provisions of the Plea Agreement, substantially in the form as presented to this Executive Committee of the Board of Directors, are hereby in all respects authorized, approved and adopted, and further that Gerald K. Burger, Secretary of the Company, or any other officer of the Company, or an attorney from the law firm of Gold, Rotatori, Schwartz & Gibbons Co., L.P.A. representing the Company in this matter, is hereby authorized and directed to execute and deliver the Plea Agreement in the name and on behalf of the Company, and further that such officer, with the advice of counsel to the Company, may take or cause to take such other actions on behalf of the Company as are deemed necessary in order to effectuate the intent and purposes of this resolution, and that the Company, its successors and assigns, are bound by the terms and conditions of the Plea Agreement; and

RESOLVED FURTHER, that the form, terms and provisions of the Consent Decree, substantially in the form as presented to this Executive Committee of the Board of Directors, are hereby in all respects authorized, approved and adopted, and further that Gerald K. Burger, Secretary of the Company, or any other officer of the Company, or an attorney from the law firm of Bricker & Eckler representing the Company in this matter, is hereby authorized and directed to execute and deliver the Consent Decree in the name and on behalf of the Company, and further that such officer, with the advice of counsel to the Company, may take or cause to take such other actions on behalf of the Company as are deemed necessary in order to effectuate the intent and purposes of this resolution, and that the Company, its successors and assigns, are bound by the terms and conditions of the Consent Decree to the extent as set forth hereinabove.

WITNESS MY HAND, this 30th day of April, 1990.

  
\_\_\_\_\_  
Gerald K. Burger,  
Secretary

CERTIFICATE OF COUNSEL

The undersigned, Arnold Morelli, as Lawyer and Counselor for the Defendant, CECOS International, Inc., HEREBY CERTIFIES:

1. I have read and fully explained to the Defendant the allegations contained in the indictment in this case.

2. To the best of my knowledge and belief, the statements, representations, and declarations made by the Defendant in the foregoing petition are in all aspects accurate and true.

3. I explained the maximum penalty for each count to the Defendant.

4. The plea of "Guilty" offered by the Defendant in the Petition to Enter a Plea of Guilty accords with my understanding of the facts that the Defendant has related to me, and is consistent with my advice to the Defendant.

5. In my opinion, the written plea of "Guilty" offered by the Defendant is voluntarily and understandingly made. I recommend that the Court accept the plea of "Guilty".

6. Signed by me in open Court as Defendant's counsel, and, after full discussion of the contents of this Certificate with the Defendant, this 30<sup>th</sup> day of April, 1990.

Arnold Morelli (per JAW)  
Arnold Morelli  
Attorney for Defendant,  
CECOS International, Inc.





**DONALD W. WHITE**  
**CLERMONT COUNTY PROSECUTING ATTORNEY**

123 N. Third Street      Batavia, Ohio 45103  
(513) 732-7313

April 9, 1990

90 APR 30 P12:10  
RECORDED & INDEXED  
CLERK OF COURTS  
CLERMONT COUNTY

Village Council  
Village of Williamsburg  
107 W. Main Street  
Williamsburg, Ohio 45176

Dear Council:

You are probably aware that there has been a tentative agreement between the Attorney General, the Ohio EPA, and Clermont County resolving the pending lawsuit and pending criminal cases against Cecos International and Browning-Farris Industries (BFI). Before approving this settlement, Judge Stapleton, the judge handling the civil case, would like to be assured that you are aware of the settlement and are satisfied with the content. Enclosed is a copy of the consent decree which settles the pending civil matter.

As you can see, Cecos has agreed to shut down its Aber Road operation. They can no longer accept waste of any type and shall commence negotiations for a 30 year closure plan with the Ohio EPA. Clermont County will have input through the Commissioners and the Board of Health with regard to the closure plan. The Attorney General and my office will continue to monitor this matter on your behalf.

After you have reviewed the consent entry, would you please contact me if you have any questions. Judge Stapleton would like to be advised in the event that you have any objections to this resolution to this matter.

Very truly yours,

Donald W. White  
Clermont County Prosecutor

DWW:mlc

Enc.

**JOINT  
EXHIBIT**

)  
Y



**DONALD W. WHITE**  
CLERMONT COUNTY PROSECUTING ATTORNEY

123 N. Third Street      Batavia, Ohio 45103  
(513) 732-7313

April 9, 1990

90 APR 30 12:11  
RECEIVED  
CLERK OF COURTS  
CLERMONT COUNTY

Board of Trustees  
Williamsburg Township  
3567 Todds Run Road  
Williamsburg, Ohio 45176

Dear Board:

You are probably aware that there has been a tentative agreement between the Attorney General, the Ohio EPA, and Clermont County resolving the pending lawsuit and pending criminal cases against Cecos International and Browning-Farris Industries (BFI). Before approving this settlement, Judge Stapleton, the judge handling the civil case, would like to be assured that you are aware of the settlement and are satisfied with the content. Enclosed is a copy of the consent decree which settles the pending civil matter.

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Very truly yours,

Donald W. White  
Clermont County Prosecutor

DW:m1c

Enc.

**JOINT  
EXHIBIT**



**DONALD W. WHITE**  
**CLERMONT COUNTY PROSECUTING ATTORNEY**

123 N. Third Street      Batavia, Ohio 45103  
(513) 732-7313

April 9, 1990

90 APR 30 P12:10  
CLERMONT COUNTY COURTS  
CLERMONT COUNTY

Board of Trustees  
Jackson Township  
4697 Maple Grove Road  
Batavia, Ohio 45103

Dear Board:

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Very truly yours,

Donald W. White  
Clermont County Prosecutor

DWW:mlc

Enc.

**JOINT EXHIBIT**

3



**DONALD W. WHITE**  
**CLERMONT COUNTY PROSECUTING ATTORNEY**

123 N. Third Street      Batavia, Ohio 45103  
(513) 732-7313

April 9, 1990

Board of County Commissioners  
76 S. Riverside Drive  
Batavia, Ohio 45103

Attention: Jerry McBride  
              Bob Proud  
              Martha Dorsey

Dear Commissioners:

As you are aware, the judges in both the civil and criminal cases have not yet approved the tentative settlement reached with Cecos and BFI. Judge Stapleton is interested in receiving comments from the Board of County Commissioners. I advised them that you were in favor of the settlement. I also advised him that I would ask you to advise him in writing of your position with regard to this settlement.

Please prepare a letter from the Board to Judge Stapleton advising him of the fact that you are in agreement with this settlement.

If you have any questions, please contact me.

Very truly yours,

Donald W. White  
Clermont County Prosecutor

DWW:mlc

Enc.

cc: Steve Wharton

RECEIVED  
CLERK OF COURTS  
CLERMONT COUNTY

90 APR 30 P12:10

FILED

**JOINT  
EXHIBIT**

4

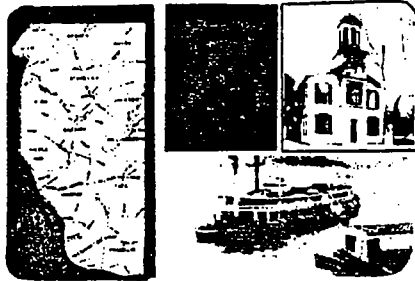
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Historic Clermont County, Ohio, established Dec. 6, 1800. 8th oldest of 88 counties.

Clayton S. Grant, Civil War Commander of Union Forces, 18th President of U.S., born at Point Pleasant, April 27, 1822.

Batavia, named County Seat in 1824, completed Courthouse on Jan. 1, 1829, a noble building serving 138 years.

The Freight Packet Tacoma, built at New Richmond in 1883, landing at Moscow Wharf.



Members of the Board of Commissioners

Martha Dorsey  
Jerry R. McBride  
Bob Proud

Patrick T. Dinan  
County Administrator

Judith Kovica  
Clerk of the Board

# Office of the Board of Clermont County Commissioners

April 27, 1990

Honorable William B. Stapleton  
c/o Donald W. White  
Clermont County Prosecuting Attorney  
123 N. Third Street  
Batavia, Ohio 45103

90 APR 30 P12: 1  
CLERK OF COUNTY  
CLERMONT COUNTY

FILED

Dear Judge Stapleton:

Please be advised that the Board of County Commissioners of Clermont County, Ohio, through its legal counsel, has agreed with the terms and conditions of the proposed Consent Decree between the State of Ohio and Browning-Ferris Industries, Inc. which will result in the final closure of the CECOS landfill in Jackson Township.

Thank you for your efforts in this regard.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
CLERMONT COUNTY, OHIO

Robert L. Proud  
Robert L. Proud, President

Martha Dorsey  
Martha Dorsey, Vice-President

Jerry R. McBride  
Jerry R. McBride, Member

JOINT EXHIBIT

5

pc: Donald W. White  
file

Donald W. White  
Clermont County Prosecuting Attorney  
123 N. Third Street  
Batavia, Ohio 45103

Dear Mr. White:

The Board of Township Trustees of Williamsburg Township, Clermont County, Ohio have received a copy of the tentative settlement with CECOS and BFI relative to both the criminal and civil cases, and are in agreement with this settlement which will permanently close the Aber Road solid and hazardous waste disposal facility in Clermont County.

Sincerely,

Board of Township Trustees  
Williamsburg Township

William R. Reed  
Hilbert Hutchins  
Jerry L. Caldwell

cc: Board of County Commissioners

RECEIVED  
CLERK OF COURTS  
CLERMONT COUNTY

90 APR 30 PM 2: 11

FILED

JOINT EXHIBIT

6

X